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## PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

### ELECTION COMMISSION, INDIA

New Delhi, the 24th June 1963

S.O. 1818.—In exercise of the powers conferred by sub-section (1) of section 13-A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission, in consultation with the Administration of Himachal Pradesh, hereby nominates Shri D. B. Lal, as the Chief Electoral Officer for the Union Territory of Himachal Pradesh with effect from the 3rd April, 1963 and until further orders vice Shri K. B. Srivastava.

[No. 154/17/63.]

S.O. 1819.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in the corresponding entry in column 2 thereof, at the bye-election held in 1963 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, failed to lodge any account of his election expenses and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

#### SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
1	2
Shri Budhansingh, Village Arand, P.O. Pithora, Tahsil Mahasamund, District Raipur.	16-Raipur.

[No. MP-P/16/63-Bye(1) 17355.]

S.O. 1820.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in

column 2 thereof, at the bye-election held in 1963, has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, failed to lodge his account of election expenses within the time required by law and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

#### SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
1	2
Shri Narayansingh Uike, P.O. Desaiganj, Tahsil Gadchiroli, District Chanda.	16-Raipur.

[No. MP-P/16/63-Bye(2) 17353.]

New Delhi, the 26th June 1963

**S.O. 1821.**—In pursuance of sub-section (6) of section 116A of the Representation of the People Act, 1951, the Election Commission hereby publishes the decision of the High Court of Madhya Pradesh, Jabalpur, given on the 22nd April, 1963, on an appeal from the order dated the 16th February, 1963 of the Election Tribunal, Rajnandgaon.

#### HIGH COURT OF MADHYA PRADESH, JABALPUR.

#### FIRST APPEAL NO. 31, OF 1963

##### APPELLANT:

Satya Prakash aged 46 years, son of Chandanram, Contractor, resident of Dayabhai Marg, Bilaspur.

*Versus.*

##### RESPONDENT:

Bashir Ahmed Qureshi aged 56 years, son of Late Lal Mohamad, by occupation Cultivator, r/o Gondpara, Bilaspur.

Appeal by respondent defendant from the decree of the Court of the Election Tribunal and District and Session Judge, Durg at Rajanandgaon Camp Bilaspur.

Presided in by Shri G. P. Tiwari.

Date: the 16th February, 1963, in Election Petition No. 40/62, of 195

Original claim for u/s. 81 of the R.P. Act, 1951, challenging the election of the respondent of the House of People from Bilaspur Constituency No. 13 of Bilaspur.

Decreed for—Declared that the election of Satya Prakash to the House of the People from Bilaspur Parliamentary Constituency void.

Claim in appeal for—reversal of the Judgment of the learned member of the Election Tribunal, Rajanandgaon Camp Bilaspur.

Memo, of appeal presented by Shri M. V. Tamaskar.

Counsel for appellant, on 12th March, 1963.

The appeal coming on for final hearing on 15th April, 1963.

Before the Honourable Shri Chief Justice P. V. Dixit and the Honourable Shri Justice K. L. Pandey in the presence of Shri A. P. Sen and Shri Y. S.

Dharmadhikari Counsel of the appellant, and of Shri R. S. Dir Counsel for the respondent, the following judgment was delivered by the courts—

F. A. No. 31 of 1963.  
Satya Prakash, Vs. Bashir Ahmed.  
ORDER

This is an appeal under section 116-A, of the Representation of the People Act, 1951, (hereinafter referred to as the Act) from a decision of the Election Tribunal Rajnandgaon, declaring the election of the appellant Satya Prakash to the House of the People from Bilaspur Parliamentary Constituency void on the ground that the respondent Bashir Ahmed's nomination had been improperly and illegally rejected.

2. The material facts are not in dispute. The appellant Satya Prakash, the respondent Bashir Ahmed and three other persons were candidates for election to the House of the People from the Bilaspur Parliamentary Constituency. On 22nd January, 1962, the date fixed for the scrutiny of nomination papers, one Ramashankar Tiwari, who had proposed the appellant, raised the objection that the respondent Bashir Ahmed's nomination was not valid as he was shareholder in the "The Combined Transport Services (Pvt.) Ltd., Bilaspur" (hereinafter referred to as the Company), which had entered into a contract with the Central Government to carry post mail bags and articles on the remuneration mentioned in the contract and was thus disqualified for membership of Parliament under section 7(d) of the Act. The Returning Officer upheld the objection and rejected the nomination paper of the respondent taking the view that the contract between the Company and the Central Government for the carriage of mail bags and postal articles subsisted that the respondent was a shareholder in the Company and as such had a pecuniary interest in the contract, and that the contract was one which fell under the description of a contract "for the execution of any works undertaken" by the Government, mentioned in section 7(d) of the Act. The election was held without the respondent, and the appellant was declared duly returned. Thereupon the respondent filed an election petition praying that the election of the appellant may be set aside and declared void on the ground that his, that is of the respondent, nomination had been improperly and illegally rejected.

3. The Election Tribunal after enquiry has held that the rejection of the respondent's nomination paper was illegal and improper. The Tribunal found that the Company was operating bus services on various routes, including Bilaspur-Katghora route; that the respondent was the shareholder of the Company; that there was a contract between the Company and the Central Government with regard to carriage of mail bags and postal articles on Bilaspur-Katghora route; that the said contract was not entered into by the respondent in the course of any trade or business of his; that the contract was not either for the supply of goods to the Government or for the execution of any works undertaken by the Government; and that consequently the respondent was not disqualified for membership of Parliament under section 7(d) of the Act. Before the Tribunal, it was urged also on behalf of the appellant that by reason of the contract concluded between the Company and the Government about the carriage of mail and postal articles the respondent, who was a shareholder in the Company became a person holding an office of profit under the Government of India and, therefore, he was disqualified for being chosen as a Member of Parliament under article 102 of the Constitution. The Tribunal rejected this contention saying that it was impossible to hold that the respondent held any office of profit and was disqualified under article 102 of the Constitution. On these findings the Tribunal reached the conclusion that the Returning Officer was in error in rejecting the respondent's nomination paper, and accordingly allowed the election petition declaring that the election of the appellant was void.

4. The question raised in this appeal lies in a small compass. It is, whether as a result of the contract admittedly entered into by the Company with the Central Government for the carriage of mail bags etc.; the respondent Bashir Ahmed was disqualified under section 7(d) of the Act. The answer to the question depends on the proper construction of section 7(d) of the Act, which is as follows:—

"7. A person shall be disqualified for being chosen as, and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State.

(d) if there subsists a contract entered into in the course of his trade or business by him with the appropriate Government for the supply of goods to, or for the execution of any works undertaken by, that Government."

5. Before dealing with the contentions raised before us, it is necessary to set out the relevant clauses of the agreement (Ex. R/5, exhibited at p. 93 of the paper Book). The agreement is between the Combined Transport Services (Private) Ltd., called the Contractor of the one part and the President of India of the other. The preamble of the agreement, so far as it is material here runs thus:—

"Whereas the said contractor has offered to contract with the Government for the provision of a Motor Vehicle Service for the transit, conveyance and delivery of all postal articles and mail bags as defined in the Indian Post Office Act, 1898, as amended from time to time between Bilaspur P.O. and Kathghora P.O. and vice versa from the 1st day of September 1957 to the 31st day of August 1960 and the Government has accepted such offer upon the terms and conditions herein-after appearing....."

"Now this indenture witnesseth that the contractor in pursuance of the said agreement and in consideration of the promises and of the payments hereinafter agreed to be made to him....."

It is hereby mutually agreed and declared between and by the parties hereto as follows:—

"1. 'Contract to carry'.—The contractors shall during the continuance of this contract, that is to say, from the last day of September 1957 until the 31st day of August, 1960 or until the said contract shall be determined by such notice as is hereinafter mentioned or otherwise (hereinafter referred to as the said contract period) duly and safely convey.... by means of suitable motor vehicles. .... all postal articles and mail bags ....."

Clause 2 of the agreement requires the Contractor that he shall during the said contract period carry the said postal articles and mail bags irrespective of weight and bulk and provide in all cases such additional motor vehicles as may be deemed necessary. By Clause 3 it is provided that the postal articles and mail bags shall be delivered and taken up by the contractor at such post offices or places on the road, at such time or times and shall from time to time be prescribed by the Director-General of Posts and Telegraphs, Post Master-General, Central Circle, or the Superintendent of Post Offices, North Chhattisgarh Division, or the Postmaster concerned acting on behalf of the Government and that the journey between Bilaspur and Kathghora shall be performed according to the prescribed schedule. Clauses 4 and 5 make the contractor responsible for the maintenance of motor vehicles and for payment of all municipal taxes and other fees in respect of them. He is made liable to penalties mentioned in clause 6 in the event of non-completion of any journey or delay in completion thereof in accordance with the fixed time-table and in the event of failure to deliver or take up any postal article or mail bag at any of the prescribed places or offices. By clause 7 the contractor is made absolutely liable and responsible for the due and safe custody and delivery in good order and condition of all letters, papers, despatches, packets, parcels, etc., and for all losses thereof or injuries thereto from the time when such letters, papers, despatches, packets, parcels, etc., are delivered to the contractor for carriage and conveyance until the time when the same are delivered by him to the proper officer of the post office or other authorised person on the termination of their carriage and conveyance. Under clause 9, the contractor is required to reserve seats for officers of the Posts and Telegraphs Department travelling on duty when twelve hours' notice is given for that purpose. The officers travelling are required to pay the usual fares as other passengers. The transfer of the contract by the contractor to any person or company without the previous consent in writing of the Director-General of Posts and Telegraphs or the Post Master-General is prohibited by clause 11. The next clause, namely, clause 12, says that no one connected with or in the employment of Posts and Telegraphs Department shall ever be admitted to a partnership or to any interest in the contract. The remuneration payable to the contractor is fixed by clause 14, the material portion of which is thus—

"14. The contractor's remuneration for the work to be done by him under this Agreement shall be the sum of Rupees 90 (Ninety only) per mensem to be paid in respect of the services rendered during any

calendar month on or before the 10th day of the succeeding month. PROVIDED ALWAYS that as this is based on a mileage of 2632 miles, the contracting parties shall respectively be entitled to claim proportional increase or reduction in the monthly remuneration as the case may require. AND PROVIDED FURTHER that in reckoning such mileage only distances shall be measured between the postal terminals affected notwithstanding that vehicles may have to travel further and if a Postmaster has allowed a vehicle of a lower capacity than that specified in the schedule of trips or order to be used and as a consequence it has taken more than one trip to move the said postal articles and mail bags, only one trip shall be counted for trips which move what a vehicle of the contracted capacity could have moved..... .".

By clause 17 it is provided that the contract may be absolutely determined and put an end to by either party by giving four calendar months' notice in writing to the other and that in the event of the contractor failing to secure a renewal of permit on the line, the contract shall stand automatically terminated on the date upto which the old permit is valid, and in such a case the compensation would be payable by either party to the other for such termination. It is not necessary to refer to other terms of the agreement, the contract was signed by one Sapre on behalf of the Company.

6. It will be seen that the contract was concluded between the Company of the one part and the Central Government of the other. It was not any contract entered into by the respondent Bashir Ahmed himself in the course of any trade or business of his. In terms, the contract in one for the safe conveyance and carriage of postal articles and mail bags between Bilaspur P.O. and Katghora P.O., and other places mentioned in the schedule annexed to the agreement by means of suitable motor vehicles belonging to the Company. The contract cast an obligation on the Company to carry the mail bags and postal articles irrespective of their weight and bulk and made the company responsible for safe custody and delivery of the postal articles and mail bags during the period of transit and for all losses, damages, and injuries to them during the time when the postal articles and mail bags are delivered to the Company for carriage and conveyance till the time they are delivered to the proper post office or post offices on the termination of their carriage and conveyance. The position of the Company was thus of a bailee when it undertook to convey and carry all postal articles and mail bags. It is also noteworthy that the remuneration payable to the contractor has not been fixed with reference to any value of the Postal articles and mail bags carried. The remuneration of Rs. 90 per month payable in respect of the carriage service is on the basis of mileage involved and covered in the carriage and conveyance of the postal articles and mail bags. Again, the existence and continuation of the contract is made dependent on the condition of the contractor holding a permit for running motor vehicles service on the routes in question. If the contractor fails to secure a renewal of permit on the line, then there is automatic termination of the contract on the date upto which the old permit is valid. All these features of the contract leave no doubt that by entering into the contract, the Company accepted the duties and responsibilities of a carrier and undertook to convey safely by means of its motor vehicles the postal articles and mail bags entrusted to it for carriage between the specified places and according to the schedule of time fixed for that purpose. In short, the duty which the company undertook by the contract was to collect mail bags and postal articles at one place and deliver them to the authorised person of the Posts and Telegraphs Department at the other.

7. Now, it is plain from the language of section 7(d) that in order that a person can be said to be disqualified under that provision for being chosen as, and for being a member of, either House of Parliament or of the State Legislature, three conditions must be satisfied. They are: first, that there must subsist a contract between the person and the Government; secondly, that the contract must be one entered into by the person in the course of his trade or business; and, thirdly, that the contract with the appropriate Government must be for the supply of goods or for the execution of any works undertaken by that Government. A person having a more beneficial interest in a contract entered into by some other person or body is not disqualified under section 7(d). The words "contract entered into in the course of his trade or business by him" occurring in clause (d) of section 7 exclude from the purview of that clause a person who has not directly by himself entered into a contract but who has indirectly any share or interest in any contract concluded by another person or body with the Government. Thus the disqualification under section 7(d) does not attach to the shareholder of a company which has entered into a contract with the

Government. That section 7(d) contemplates a contract between the disqualified person himself and the Government becomes pointedly clear when the language of section 7(d), as it stands today is contracted with that of section 7(d) as it stood before the Amendment Act of 1958. The old section 7(d) was worded thus:

"7. A person shall be disqualified for being chosen as and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State—

7(d) if, whether by himself or by any person or body of persons in trust for him or for his benefit or on his account, he has any share or interest in a contract for the supply of goods, to or for the execution of any works or the performance of any services undertaken by, the appropriate Government.

It will be noticed that by the amendment made in 1958, the scope of section 7(d) has been narrowed down so as to restrict the disqualification to cases where the person himself has entered into a contract and further to exclude contracts relating to "the performance of any service undertaken by the Government from the mischief of the clause. Whereas under the old clause (d) the possession by any person of any share or interest in a contract, whether by himself or any person or body of persons in trust for him or for his benefit or on his account, was sufficient to attract the disqualification, it is not so now. The contract in the language of the old section 7(d) and of the present only drives home the point that unless a person himself has entered into a contract of a description given in clause (d) of section 7 in the course his trade or business, his case cannot fall within the mischief of section 7(d). On the language of section 7(d), it is clear that the respondent not be disqualified for being chosen as a member of the House of the People on the ground he was a shareholder of the Company which had entered into contract with the Government.

8. Learned counsel for the appellant referred to the agreements which had been concluded between the persons forming the Combined Transport Services (Private) Limited, Bilaspur, and said that the transport services run by the Company were managed by four different groups; that each group was allotted certain number of vehicles and kept in charge of the operation of certain services and given shares in the Company and was also allowed to take the profits and earnings of the services run by that group; that the group which ran services on Katghora-Bilaspur route and other routes on which postal articles and mail bags were carried was managed by the respondent Bashir Ahmed and his brothers; and that consequently the contract entered into between the Company and the Central Government should be regarded one concluded between the respondent himself and the Central Government. We are unable to accept this contention. The formation of groups by the shareholders of the Company was only for internal management of the Company. The fact that four different groups arrived at an arrangement between themselves with regard to the running of services on various routes does not in any way affect the legal entity of the Company or make the contract entered into by the Company with the Government as one concluded by the group or any member thereof managing the services on the route on which postal articles and mail bags are carried. In our judgment, the contract relied on by the appellant was clearly not a contract entered into by the respondent Bashir Ahmed in the course of his trade or business.

9. The contract in question does not also fulfil the requirement of being one "with the appropriate Government for the supply of goods to, or for the execution of any works undertaken by, that Government". If this provision in clause (d) of section 7 is construed according to its plain meaning, as it must be, then it seems to us impossible to contend successfully the view that the contract entered into by the Company with the Central Government for the carriage of mail bags and postal articles is a contract for the supply of goods to, or for the execution of any works, undertaken, by, the Central Government. But Shri Sen, learned council for the appellant, asked us to hold that when goods, such as postal articles and mail bags are entrusted to a transport agency for carriage and delivery to the person authorised to receive them, then there is "supply of goods" within the meaning of that expression as used in clause (d). It was also submitted in the alternative that when the company agreed under the contract to carry postal articles and mail bags, it undertook to execute or carry out a work which the Central Government was required to do so, and consequently the contract fall within the scope of the less part of section 7(d).

10. We are unable to accede to this argument. The ordinary meaning of the word 'supply' is to furnish that which is wanted, or to make available things needed or demanded. The act of "supply of goods" consists in the act of furnishing that

what is wanted. The supply of goods may be in pursuance of a contract to sell or hire or hire-purchase or barter. When a carrier is asked to collect certain goods, as for example postal articles and mail bags to transport them to another place and to deliver the goods to the person entitled to receive them then the carrier is not fulfilling any want of the sender or the receiver in respect of the goods collected, carried and delivered. In such a case the supply of goods, if any, may be by the sender to the receiver but certainly not by the transport agency. Even when the Government in the discharge of its duties as a sovereign State runs the postal service and undertakes to collect postal articles and mail bags at one place and deliver them to the addresses at some other place there is no supply of goods consisting in the form of letters and postal articles to the addressees in the sense of the Government meeting the need or demand of the addressees in respect of the letters or postal articles sent to them by third persons. *A fortiori* a contract by which a person only undertakes the transport of postal articles and mail bags cannot be said to be a contract for the supply of postal articles and mail bags. Even if it be assumed that there is a sort of supply of postal articles and mail bags in the running of postal service by the Government it does not follow that a carrier, who undertakes for the Government to transport postal articles and mail bags, supplies the articles to the persons authorised to receive the delivery thereof. There is no more supply of goods by the transport agency than when a consignment booked by rail is delivered by the railway authorities to the consignee. It is difficult to see how the contract in question can be said to be a contract for "supply of goods" by the Company to the Central Government.

11. The contract under consideration is not even a contract "for the execution of any works undertaken" by the Central Government. In transporting postal articles and mail bags the Company no doubt undertook to do the work of carrying them. But this is not sufficient to attract the last part of section 7(d), which postulates that the appropriate Government has undertaken "some works and it is for the execution of such works that the contract has been entered into by the person with the Government. The expression "execution of any works" means and implies the carrying out of some act or acts or course of conduct to the commencement and completion of the works. It is of significance that in clause (d) the word used is not the singular "work" but the plural "works". The plural is always used in the sense of 'operations' 'projects' 'schemes' 'plan', such as building work, irrigation works, defence works etc. 'any work' no doubt conveys the meaning of 'any task or job or activity' and the 'execution of any work' may mean the carrying out of any task or job or the undertaking of any activity. But this wide import disappears in the expression "any works". In the context in which the words "execution of any works" have been used what is connoted is the carrying out of something to be built or constructed and not merely something to be done. The transport of postal articles and mail bags from one place to another is undoubtedly a piece of work. But a contract for doing that work does not fall within the category of contract "for the execution of any works undertaken" by the Government.

12. Shri Sen, learned counsel for the appellant, further argued that a reference to the Statement of Objects and Reasons attached to the Bill resulting in the amendment of section 7(d) by the Amendment Act, 1958, and to the proceedings of Parliament when the Bill was discussed would show that the amendment made in section 7(d) was not intended to restrict the scope of the disqualification under that provisions; that, on the other hand, Parliament was anxious to maintain the principle that the judgment of a member of Parliament or State Legislature should not be deflected by reason of his having a pecuniary advantage or any beneficial interest in a contract with the appropriate Government, that the amendment made in section 7(d) was intended to exclude from the scope of section 7(d) only such contracts as of occasional broadcasts or the writing of any article of any newspaper or publication and that it was never the intention of Parliament to exclude contracts of the type entered into by the Company in the present case from the scope of disqualification prescribed by section 7(d). This argument is unsubstantial. As has been pointed out by the Supreme Court in *Express Newspapers Ltd. v. Union of India* [1953 S.C.R. 1 & 2 A.I.R. 1958 S.C. 578] and *Aswini Kumar Ghosh vs. Arabinda Bose* [1953 S.C.R. 1-A.I.R. 1952 S.C. 369], a reference to the Statement of Objects and Reasons attached to a Bill or the circumstances under which certain word or clause came to be deleted from certain provision are not aids to the construction of the terms of a statute which have to be given their plain and grammatical meaning and it is only when the terms of a statute are ambiguous or vague that resort may be had to them for the purpose of arriving at the true intention of the Legislature. The well established principle of interpretation of statutes is that the provision of a statute must be construed according to its plain meaning, neither adding to it nor subtracting from it and when the terms are clear and plain,

it is the duty of the court to give effect to it as it stands. There is nothing ambiguous about the expression "contract entered into.....for the supply of goods, or for the execution of any work undertaken" by the Government used in section 7(d). It will, not, therefore be legitimate to construe section 7(d) with the aid of the Statement of objects and Reasons attached to the Bill, which led to the passing of the Amendment Act of 1958, or the proceedings of Parliament relating to the amendment. The deletion of the Expression "the performance of any services undertaken by" which occurred in the old section 7(d) does not in any way enlarge the meaning of the expressions "contract.....for the supply of goods to...Government" and contract "for the execution of an works undertaken by ....Government". It does not sweep into those expressions contract which were outside their scope before section 7(d) was amended in 1958. A contract which, before that provisions was amended, was neither a contract for supply of goods nor for the execution of any works is not caught by those expressions merely because a contract for the performance of any services undertaken by the Government is not now within the mischief of section 7(d). The General consideration that the disqualification under section 7(d) is for the purpose of ensuring that there is no conflict between interest and duty when a person is chosen as a member of Parliament of State Legislature is not a sufficient reason for wresting the clear words used in section 7(d) from their plain meaning. In our view, on the plain language of section 7(d), the contention that a contract entered into by the company with the Central Government for the carriage of postal articles and mail bags is a contract for the supply of goods to, or for the execution of any works undertaken by, the Government is clearly untenable.

13. Shri Dharmadhikari, supplementing the arguments of Shri Sen, raised the point that under the contract the respondent held an office of profit under the Government and was, therefore, disqualified under article 102 of the Constitution for being chosen a member of Parliament. The argument ran thus. Ordinarily the postal articles and mail bags are carried by employees and officers of Government. By the contract the duties, which are ordinarily performed by a postal employee, were entrusted to the Company in which the respondent had an interest, on certain remunerations. The duty being a continuing one so long as the contract subsisted, and being one required to be performed in accordance with the directions and instructions given or prescribed by the Government from time to time, the employment under the contract, which could be revoked by the Government at their discretion, was indistinguishable from an office of profit. So it contended that the respondent Bashir Ahmed performed the duties of a Government employee when the Company did the work of transporting postal articles and mail bags. Learned counsel referred to *Abdul Shakur vs. Rikhab Chand* (1958 S.C.R. 387-A.I.R. 1958 S.C. 52) for the tests which should be applied for determining whether a certain employment was or was not an office of permit. The point is quite unmeritorious for the simple reason that for the operation of the disqualification of the holding of an office of profit under the Government the first essential requisite is that the candidate himself must hold the office. In the present case, the contract entrusted the work of carriage of mail bags and postal articles to the Company and not to the respondent Bashir Ahmed. He was not employed under the contract to do the work of transporting postal articles and mail bags or to perform that service and thus asked to perform the duties of a postal officer or an employee pertaining to the carriage of postal articles and mail bags. Bashir Ahmed had no doubt on interest in the Company which held the contract. But merely because of that interest he does not become a person holding on offices of profit. It is, therefore, unnecessary to consider the contention of the learned counsel whether when a person is employed under a contract to do an act or to perform a service without becoming an officer of the Government, he can be said to hold an office of profit if the duty to be performed is a continuing one, and one required to be carried out according to the rules or directions prescribed by the Government, when the contract can be revoked by the Government at any time and the person's remuneration is paid out of Government revenues.

14. During the course of the argument, learned counsel for the parties referred to the decisions of the Supreme Court in *Satyenathan vs. Subramanyan* [(1955) 2 S.C.R. 83-A.I.R. 1955 S.C. 459] *Ram Padarath Mahto vs. Mishri Singh* [(1961) 2 S.C.R. 470-A.I.R. 1961 S.C. 480] and the *State of Madras vs. Gannon Dankerley & Co.*, (1959 S.C.R. 379-A.I.R. 1958 S.C. 560). These cases did not decide any question of construction of the expressions "A contract for the execution of any works undertaken by the Government." In the first case, it was held that a contractor, who had entered into an agreement with the Central Government for the transit and conveyance of all postal articles for the period specified in the contract by motor vehicles belonging to him performed a service undertaken by the Central Government and was, therefore disqualified under the last part of

section 7(d), as it stood before the amendment made in 1958. In the second case, namely, the case of *Ram Padraht Mahto* (*supra*), the Bihar Government had undertaken a grain supply scheme and for carrying out that scheme had entered into a contract with a firm for stocking and of that grain belonging to the State Government. The contracting firm was required to take delivery of food-grains from railway wagons according to the directions given by the Bihar Government, to store the foodgrains in its godowns and to redeliver the same to the Government according to the instructions given in that behalf. It was held by the Supreme Court that the contract was one bailment which imposed on the bailee an obligation to stock and store foodgrains and could not, therefore, be said to be a contract for the purpose of the service of sale of grain which the Bihar Government had undertaken within the meaning of section 7(d). In paragraph 7 of the judgment in that case, it was observed by the Supreme Court.

"Can it be said that the contract entered into by the State Government for purchasing foodgrains from agriculturists who grow them or for transporting them after purchase to the godowns are contracts for the sale or supply of goods? Purchase of goods and their transport are no doubt preparatory to the carrying out of the scheme of selling them or supplying them, and yet it would be difficult to hold that contracts entered into by the State Government with the agriculturists or the transport agency is a contract for the sale of goods:—

These two cases in no way assist the appellant. On the other hand, though they are not directly to point here, they afford guidance in the matter of construction of the expressions "a contract for the supply of goods" and "a contract for the execution of any works undertaken by the Government", and indicate that the construction sought to be put on those expressions on behalf of the appellant is unsound. The third case, namely, *Dunkerley's case* (*supra*) was cited by Shri Dabir, learned counsel appearing for the respondent, to show the construction that should be put on the expressions 'contract for the execution of any work'. We do not think that there is any warrant for construing the expression 'for the execution of any works' occurring in section 7(d) of the Act in the light of the principles laid down in *Dunkerley's case* (*supra*). It is easy to see that for the purposes of section 7(d) a 'contract for the execution of any works' may be contract entire and indivisible for the construction of a specified work for a lump sum and not a contract for the sale of materials as such; it may even be a composite contract embodying really two agreements, one for the works that may be done and another for the sale of materials used in carrying out the works.

15. For the foregoing reasons, our conclusion is that the respondent's nomination was improperly and illegally rejected by the Returning Officer and the election Tribunal rightly declared the appellant's election void. The result is that this appeal fails and is dismissed with costs. Counsel's fee is fixed at Rs. 200/-.

Sd/-

P. V. DIXIT,  
Chief Justice.  
22-4-1963.

Sd/-

K. L. PENDAY,  
Judge  
22-4-1963.

[No. 82/40/62.]

By Order,

K. S. RAJAGOPALAN, Secy.

#### MINISTRY OF HOME AFFAIRS

New Delhi, the 27th June 1963

**S.O. 1822.**—In exercise of the powers conferred by entry 3(c) of Schedule I annexed to the Ministry of Home Affairs notification No. 15/13/59(V)-P.IV dated the 13 July, 1962 [G.S.R. 991, published in the Gazette of India—Part II, Section 3, Sub-section (i) dated the 28th July, 1962], the Central Government is pleased

to specify Jubraj Kamakhya Prasad Singh Deo, heir apparent to the Ruler of Dhenkanal in Orissa State, for the purpose of that entry and directs that the exemption shall be valid for one rifle and one revolver or pistol of non-prohibited bores only.

[No. 16/16/62-P.IV.]

L. I. PARIJA, Dy. Secy.

### MINISTRY OF FINANCE

(Department of Economic Affairs)

*New Delhi, the 25th June 1963*

**S.O. 1823.**—In exercise of the powers conferred by rule 126-X, read with sub-rule (4) of rule 126-J, of the Defence of India Rules, 1962, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance, Department of Economic Affairs, No. S.O. 130, dated the 10th January, 1963, namely:—

In the said notification, in column 4, against S. No. 1 after the word "dealers" the words "and refiners" shall be inserted.

[No. F. 1/10/63-GC.]

**S.O. 1824.**—In exercise of the powers conferred by rule 126-X of the Defence of India Rules, 1962, the Central Government hereby prescribes one hundred rupees as the fee for the making of an application for the issue of a licence under sub-rule (IA) of rule 126-E of the Defence of India Rules.

[No. F. 1/10/63-GC.]

*New Delhi, the 28th June, 1963*

**S.O. 1825.**—In pursuance of clause (d) of sub-section (1) of section 19, read with sub-section (3) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby renominates Shri Bharat Ram, as a director of the Central Board of the State Bank of India with effect from the 1st July, 1963.

[No. F. 8/37/63-SB.]

**S.O. 1826.**—In pursuance of clause (d) of sub-section (1) of section 19, read with sub-section (3) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby nominates Shri S. N. Sen, 10, Old Post Office Street, Calcutta, as a director of the Central Board of the State Bank of India with effect from the 1st July, 1963.

[No. F. 8/37/63(i)-SB.]

**S.O. 1827.**—In pursuance of clause (b) of sub-section (1) of section 21 of the State Bank of India Act, 1955 (23 of 1955), read with Regulation 48 of the State Bank of India General Regulations, 1955, the Central Government, in consultation with the Reserve Bank of India, hereby nominates the following persons to be respectively members of the Bombay, Calcutta and Madras Local Boards with effect from the 1st July, 1963:

#### Bombay Local Board

Shri Bhalchandra Digambhar Garware, Garware Motors & Engineers Private Ltd., Chowpatty Chambers, Sandhurst Bridge, Bombay-7.

Shri Arvind N. Mafatlal, 10, Altamount Road, Bombay-26.

Shri Zafar Futehally, Juhu Lane, Bombay-58.

#### Calcutta Local Board

Shri Birendra Chandra Ghose, "Gopalpur House", Post Box No. 1, Jalpaiguri.

Shri Abhijit Sen, 12, Ballygunge Circular Road, Calcutta-19.

Shri Durga Prasad Chakravarty, "Amar Bhawan", 2nd Floor—Southern Block, P-10, New Howrah Bridge Approach Road, Calcutta-1.

*Madras Local Board*

Shri P. Suryanarayana, 8, Boag Road, Madras-17.

Dr. Perianna Pillai Natesa Mudaliar, 22/23, Nattu Pilliar Koil Street,  
Madras-1.

Mr. D. W. Law, Coromondal House, Mowbrays Garden, Madras-28.

[No. F. 8/37/63(ii)-SB.]

( R. K. SESHADRI, Dy. Secy.

## (Department of Economic Affairs)

New Delhi, the 25th June 1963

S.O. 1828.—Statement of the Affairs of the Reserve Bank of India, as on the 14th June, 1963

## BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up . . . .	5,00,00,000	Notes . . . . .	28,98,45,000
Reserve Fund . . . .	80,00,00,000	Rupee Coin . . . . .	2,13,000
National Agricultural Credit (Long Term Operations) Fund . . . .	61,00,00,000	Small Coin . . . . .	2,20,000
National Agricultural Credit (Stabilisation) Fund . . . .	7,00,00,000	National Agricultural Credit (Long Term Operations) Fund (a) Loans and Advances to :— (i) State Governments . . . . .	27,17,01,000
Deposits :—		(ii) State Co-operative Banks . . . . .	9,08,90,000
(a) Government . . . . .		(iii) Central Land Mortgage Banks . . . . .	
(i) Central Government . . . . .	58,94,10,000	(b) Investment in Central Land Mortgage Bank Debentures . . . . .	2,84,88,000
(ii) State Governments . . . . .	7,96,37,000	National Agricultural Credit (Stabilisation) Fund Loans and Advances to State Co-operative Banks . . . . .	
(b) Banks . . . . .		Bills Purchased and Discounted :—	
(i) Scheduled Banks . . . . .	79,03,82,000	(a) Internal . . . . .	
(ii) State Co-operative Banks . . . . .	2,74,25,000	(b) External . . . . .	
(iii) Other Banks . . . . .	4,02,000	(c) Government Treasury Bills . . . . .	62,69,25,000
(c) Others . . . . .	168,66,05,000	Balances Held Abroad* . . . . .	6,95,60,000
Bills Payable . . . . .	32,89,39,000	Loans and Advances to Governments** . . . . .	50,78,48,000
Other Liabilities . . . . .	82,86,57,000	Loans and Advances to :—	
Rupees . . . . .	586,14,57,000	(i) Scheduled Banks† . . . . .	6,91,12,000
		(ii) State Co-operative Banks† . . . . .	114,50,08,000
		(iii) Others . . . . .	3,35,37,000
		Investments . . . . .	234,24,54,000
		Other Assets . . . . .	38,56,56,000
			586,14,57,000

\*Includes Cash and Short-term Securities.

\*\*Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 2,86,00,000 advanced to scheduled banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 19th day of June, 1963.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 14th day of June, 1963  
 ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	28,98,45,000		Gold Coin and Bullion :—		
Notes in circulation	2307,07,66,000		(a) Held in India	117,76,10,000	
Total Notes issued	2336,06,11,000		(b) Held outside India		
TOTAL LIABILITIES	2336,06,11,000		Foreign Securities	109,08,43,000	
			TOTAL	226,84,53,000	
			Rupee Coin	111,78,00,000	
			Government of India Rupee Securities	1997,43,53,000	
			Internal Bills of Exchange and other commercial paper		
			TOTAL ASSETS	2336,06,11,000	

Dated the 19th day of June, 1963

P. C. BHATTACHARYYA,  
 Governor.

[No. F. 3(2)-BC/63.]

## (Department of Economic Affairs)

New Delhi, the 27th June, 1963.

S.O. 1829.—Statement of the Affairs of the Reserve Bank of India, as on the 21st June, 1963.

## BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	32,92,72,000
Reserve Fund	80,00,50,000	Rupee Coin	2,35,000
National Agricultural Credit (Long Term Operations) Fund	61,00,00,000	Small Coin	2,14,000
National Agricultural Credit (Stabilisation) Fund	7,00,00,000	National Agricultural Credit (Long Term Operations) Fund	
		(a) Loans and Advances to :—	
		(i) State Governments	27,17,02,000
		(ii) State Co-operative Banks	9,15,96,000
		(iii) Central Land Mortgage Banks	
		(b) Investment in Central Land Mortgage Bank Debentures	2,84,88,000
Deposits :—		National Agricultural Credit (Stabilisation) Fund	
(a) Government		Loans and Advances to State Co-operative Banks	
(i) Central Government	51,10,78,000	Bills purchased and Discounted :—	
(ii) State Governments	12,28,29,000	(a) Internal	
(b) Banks		(b) External	
(i) Scheduled Banks	89,16,48,000	(c) Government Treasury Bills	56,57,71,000
(ii) State Co-operative Banks	2,57,28,000	Balances held Abroad*	7,03,66,000
(iii) Other Banks	9,62,000	Loans and Advances to Governments**	40,22,17,000
(c) Others	172,32,26,000	Loans and Advances to :—	
Bills Payable	39,97,19,000	(i) Scheduled Banks†	1,30,12,000
Other Liabilities	82,53,80,000	(ii) State Co-operative Banks††	114,25,48,000
		(iii) Others	3,01,62,000
		Investments	269,82,23,000
		Other Assets	38,67,64,000
Rupees	603,05,70,000	Rupees	603,05,70,000

\*Includes Cash and Short-term Securities.

\*\*Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

† Includes Rs. 46,00,000 advanced to scheduled banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 26th day of June, 1963.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 21st day of June, 1963.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department . . .	32,92,72,000		Gold Coin and Bullion :—		
Notes in circulation . . .	2275,19,13,000		(a) Held in India . . .	117,76,10,000	
Total Notes issued . . .	2308,11,85,000		(b) Held outside India . . .	..	
			Foreign Securities . . .	105,58,43,000	
			TOTAL . . .	223,34,53,000	
			Rupee Coin . . .	113,83,72,000	
			Government of India Rupee Securities . . .	1970,93,60,000	
			Internal Bills of Exchange and other commercial paper . . .	..	
<b>TOTAL LIABILITIES</b> . . .	<b>2308,11,85,000</b>		<b>TOTAL ASSETS</b> . . .	<b>2308,11,85,000</b>	

Dated the 26th day of June, 1963.

P. C. BHATTACHARYYA,  
Governor.

[No. F. 3(2)-BC/63.]

A. BAKSI, Jt. Secy.

## (Department of Economic Affairs)

New Delhi, the 28th June 1963

**S.O. 1830.**—In pursuance of section 46A of the State Financial Corporations Act, 1951 (63 of 1951), the Central Government hereby notifies that the Assam Financial Corporation established for the State of Assam shall with effect from the date of issue of this notification in the Official Gazette, serve the needs of the State of Assam and the Union territories of Tripura and Manipur in terms of the agreement dated the 1st April, 1963 entered into between the Governor of Assam and the President of India after consultation with the Reserve Bank of India and published in the Official Gazettes of the State of Assam, the Tripura Administration and of the Manipur Administration on the 24th April, 1963, 13th May, 1963 and the 4th May, 1963 respectively.

[No. F. 6(10)-Corp/61.]

**ORDERS**

New Delhi, the 6th July 1963

**S.O. 1831.**—In exercise of the powers conferred by sub-section (2) of section 103 of the States Reorganisation Act, 1956 (37 of 1956), the Central Government hereby determines that the amounts payable by the State of Madras to the State of Kerala and the State of Mysore on account of their share of the paid-up capital of the Corporation referred to in sub-section (1) of that section, shall be calculated at 14·43 and 4·11 per cent respectively of the share of the said State of Madras in the paid-up capital of the said Corporation as allocated to the said State of Madras in accordance with the provisions of paragraph 9 of the Seventh Schedule to the Andhra State Act, 1953 (30 of 1953).

[No. F. 6(39)-Corp/58-I.]

**S.O. 1832.**—In exercise of the powers conferred by sub-section (5) of section 102 of the States Reorganisation Act, 1956 (37 of 1956), the Central Government hereby determines the amounts specified in column (2) of the Table below as the amounts payable by the State specified in the corresponding entries in column (1) thereof to the States specified in the corresponding entries in column (3) thereof, on account of their share in the paid-up capital of the Financial Corporation referred to in that sub-section.

TABLE

State liable to pay I	Amounts payable Rs. 2	States to which payment is to be made 3
Andhra Pradesh	7,28,500	Mysore
Andhra Pradesh	13,89,500	Bombay as it existed immediately before the 1st day of May, 1960.

[No. F. 6(39)-Corp/58-II.]

**S.O. 1833.**—In exercise of the powers conferred by sub-section (8) of section 102 of the States Reorganisation Act, 1956 (37 of 1956), the Central Government hereby determines the amounts specified in column (2) of the Table below as the amounts payable by the State specified in the corresponding entries in column (1) thereof to the States specified in the corresponding entries in column (3) thereof, on account of their share in the paid-up capital of the Financial Corporation referred to in that sub-section.

TABLE

State liable to pay I	Amounts payable Rs. 2	States to which payment is to be made 3
Bombay as it existed immediately before the 1st day of May, 1960	4,42,680	Mysore
Bombay as it existed immediately before the 1st day of May, 1960	Nil	Rajasthan

[No. F. 6(39)-Corp/58-III.]

**S.O. 1834.**—In exercise of the powers conferred by sub-section (2) of section 102 of the States Reorganisation Act, 1956 (37 of 1956), the Central Government hereby determines the amounts specified in column (2) of the Table below as the amounts payable by the State specified in the corresponding entries in column (1) thereof to the States specified in the corresponding entries in column (3) thereof, on account of their share in the paid-up capital of the Financial Corporations referred to in that sub-section.

**TABLE**

<b>States liable to pay</b> 1	<b>Amount payable Rs.</b> 2	<b>States to which payment is to be made</b> 3
Kerala	5,77,011	Madras
Madhya Pradesh	22,173	Rajasthan
Rajasthan	22,680	Madhya Pradesh

[No. F. 6(39)-Corp/58-IV.]

M. K. VENKATACHALAM, Dy. Secy.

(Department of Economic Affairs)

New Delhi, the 29th June 1963

**S.O. 1835.**—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the South Travancore Bank Ltd., Neyyoor in respect of the property held by it in Nemom Village, Trivandrum District, Kerala State till the 31st March 1964.

[No. F. 15(15)-BC/63.]

**S.O. 1836.**—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949) and Rule 16 of the Banking Companies Rules, 1949, the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act and Rule 15 of the said Rules shall not apply to the undernoted banking companies in so far as they relate to the publication of their balance sheets and profit and loss accounts for the year ended the 31st December 1962 together with the auditors' reports, in a newspaper:—

1. Ajodhia Bank Ltd., Faizabad.
2. Bank of the East (1927) Ltd., Gauhati.
3. Bank of Travancore Ltd., Trivandrum.
4. Citizens Bank Ltd., Robertsonpet.
5. Deraiat Bank Ltd., Amritsar.
6. Frontier Bank Ltd., New Delhi.
7. Purnea Banking Corporation Ltd., Purnea.
8. Trivandrum Permanent Bank Ltd., Trivandrum.
9. United Mercantile Bank (Assam) Ltd., Golaghat.

[No. F. 15(19)-BC/63.]

**CORRIGENDUM**

New Delhi, the 28th June 1963

**S.O. 1837.**—In the notification of the Ministry of Finance (Department of Economic Affairs) No. S.O. 1646, dated the 10th June, 1963, published in the Gazette of India, Part II, Section 3(ii), dated the 15th June, 1963 for

"Shri V. Venkataratnam, Chairman, All-India Central Cooperative Land Mortgage Banks' Union, Gunfoundry, Hyderabad (A.P.)."

read

"Shri B. Venkataratnam, Chairman, All-India Central Cooperative Land Mortgage Banks' Union, Gunfoundry, Hyderabad (A.P.)."

[No. F. 14/3/63-SB.]

B. J. HEERJEE, Under Secy.

## (Department of Revenue)

## INCOME-TAX

*New Delhi, the 18th June 1963*

**S.O. 1838.**—It is hereby notified for general information that the institution mentioned below has been approved by the Council of Scientific and Industrial Research, the "prescribed authority", for the purposes of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (43 of 1961).

## INSTITUTION

Indian Rubber Manufacturers Research Association, Bombay.

[No. 32 F. No. 10/30/63-IT(AD).]

G. R. DESAI, Dy. Secy.

## (Department of Revenue)

## INCOME-TAX

*New Delhi, the 25th June 1963*

**S.O. 1839.**—In pursuance of clause (1) of sub-section (2) of section 297 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby rescinds in the notification of the Government of India in the late Finance Department No. 878-F (Income-tax) dated the 21st March, 1922, the provision relating to the grant of exemption from the tax payable in respect of the interest on Government securities held by, or on behalf of, Ruling Chiefs and Princes of India as their private property, inserted by the notification of the Government of India in the late Finance Department (Central Revenues) No. 60, dated the 20th December, 1930.

This Notification shall be deemed to have taken effect from the 1st day of April, 1963.

*Explanatory Note.*

This note is not a part of the above notification. It is only meant to explain the effect of the notification in plain language. Under the notification, dated 20th December, 1930, exemption from Income-tax and Supertax had been granted in respect of the interest on Government securities held by or on behalf of the Ruling Chiefs and Princes of India as their private property. The Government of India have decided that this exemption should be withdrawn from the assessment year 1963-64.

[No. 34 (F. No. 22/13/62-IT).]

D. SUBRAMANIAN, Dy. Secy.

## CENTRAL BOARD OF REVENUE

## ESTATE DUTY

*New Delhi, the 29th June 1963*

**S.O. 1840.**—In exercise of the powers conferred by the second proviso to sub-section (2) of section 4 of the Estate Duty Act, 1953 (34 of 1953), and in supersession of its notification No. 61/F. No. 21/91/61-ED, dated the 11th October, 1961, the Central Board of Revenue hereby directs that subject to the pecuniary limits specified in the notification of the Central Board of Revenue No. 11-ED/F. No. 21/62/57-ED, dated the 5th September, 1957 every Income-tax Officer appointed to be an Assistant Controller and posted to the Estate Duty-cum-Income-tax Circle, Thanjavur and every Inspecting Assistant Commissioner of Income-tax appointed to be a Deputy Controller and exercising jurisdiction over the said circle shall perform his functions as Assistant Controller and Deputy Controller respectively in the said circle to the exclusion of all other Assistant Controllers or Deputy Controllers in respect of the estates of all deceased persons who immediately before their death were being or would have been assessed to Income-tax, had they derived any taxable income in any Income-tax circle, the headquarters of which

lies within the revenue districts of North Arcot, South Arcot, Chingleput, Tiruchirapalli and Thanjavur of the Madras State and the territories of Pondicherry and Karaikal in the Union territory of Pondicherry.

2. This notification shall come into force on the 1st day of July, 1963.

*Explanatory Note*

(This note is not part of the notification but is intended to be merely clarificatory.)

This notification has become necessary due to the shifting of the headquarters of the Estate Duty-cum-Income-tax Circle, Salem, to Thanjavur and also due to the revision of the present jurisdiction of the said Circle at Salem and of the Estate Duty-cum-Income-tax Circle at Coimbatore.

[No. 11/F. No. 21/69/63-ED.]

**S.O. 1841.**—In exercise of the powers conferred by section 4 of the Estate Duty Act, 1953 (34 of 1953), read with rule 6 of the Estate Duty Rules, 1953, the Central Board of Revenue hereby transfers with effect from the 1st day of July, 1963, the cases relating to the estates of deceased persons who immediately before their death were being or would have been assessed to Income-tax, had they derived any taxable income in any Income-tax circle, the headquarters of which lies within the revenue district of Salem from the Assistant Controller of Estate Duty, Estate Duty-cum-Income-tax Circle, Salem to the Assistant Controller of Estate Duty, Estate Duty-cum-Income-tax Circle, Coimbatore.

*Explanatory Note*

(This note is not part of the notification but is intended to be merely clarificatory.)

This notification has become necessary due to changes in the jurisdiction of the Estate Duty-cum-Income-tax Circles, Thanjavur and Coimbatore.

[No. 12/F. No. 21/69/63-ED.]

**S.O. 1842.**—In exercise of the powers conferred by section 4 of the Estate Duty Act, 1953 (34 of 1953), read with rule 6 of the Estate Duty Rules, 1953, the Central Board of Revenue hereby transfers with effect from the 1st day of July, 1963, the cases relating to the estates of the deceased persons who immediately before their death were being or would have been assessed to Income-tax, had they derived any taxable income in any Income-tax circle, the headquarters of which lies within the revenue district of Tiruchirapalli from the Assistant Controller of Estate Duty, Estate Duty-cum-Income-tax Circle, Coimbatore to the Assistant Controller of Estate Duty, Estate Duty-cum-Income-tax Circle, Thanjavur.

*Explanatory Note*

(This note is not part of the notification but is intended to be merely clarificatory.)

This notification has become necessary due to changes in the jurisdiction of the Estate Duty-cum-Income-tax Circles, Thanjavur and Coimbatore.

[No. 13/F. No. 21/69/63-ED.]

**S.O. 1843.**—In exercise of the powers conferred by the second proviso to sub-section (2) of section 4 of the Estate Duty Act, 1953 (34 of 1953), the Central Board of Revenue hereby directs that in its notification No. 62/F. No. 21/91/61-ED, dated the 11th October, 1961, for the words "revenue districts of Tiruchirapalli, Nilgiris and Coimbatore", the words "revenue districts of Salem, Nilgiris and Coimbatore" shall be substituted.

2. This notification shall come into force on the 1st day of July, 1963.

*Explanatory Note*

(This note is not part of the notification but is intended to be merely clarificatory.)

This notification has become necessary due to changes in the jurisdiction of the existing Estate Duty-cum-Income-tax Circles, at Salem and Coimbatore.

[No. 14/F. No. 21/69/63-ED.]

**S.O. 1844.**—In exercise of the powers conferred by the second proviso to sub-section (2) of section 4 of the Estate Duty Act, 1953 (34 of 1953), the Central Board of Revenue hereby makes the following amendment in its notification No. 31/F. No. 34/3/57-ED, dated the 25th May, 1958, namely:—

In the said notification, for the words "Estate Duty-cum-Income-tax Circles, Madras, Madhurai and Salem", the words "Estate Duty-cum-Income-tax Circles, Madras, Madhurai, Coimbatore and Thanjavur" shall be substituted.

2. This notification shall come into force on the 1st day of July, 1963.

#### *Explanatory Note*

(This note is not part of the notification but is intended to be merely clarificatory.)

This notification has become necessary because of the decision to shift the headquarters of the Estate Duty-cum-Income-tax Circle, Salem from Salem to Thanjavur.

[No. 18/F. No. 21/69/63-ED.]

P. K. GHOSH, Under Secy.

#### **CORRIGENDUM**

*New Delhi, the 26th June 1963*

**S.O. 1845.**—In exercise of the powers conferred by sub-section (1) of section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Revenue hereby makes the following corrections in the Schedule appended to its notification No. 20 (F. No. 55/1/62-IT), dated the 30th April, 1963, published as S.O. 1293 on pages 1454 to 1457 of the Gazette of India Part II Section 3-Sub-section (ii), dated the 11th May, 1963:—

I. Against S. No. 16, West Bengal under column 3—

- (a) for the entry "(7) 24 Parganas" read "(7) 24 Parganas and Union territory of Andaman and Nicobar Islands";
- (b) for the entry "(19) Special Survey Circle VII, Calcutta" read "(19) Distt. VII, Calcutta";
- (c) items (26) and (27) should be deleted and the existing items 28 to 31 should be renumbered as items No. 26 to 29.

II. Against S. No. 17-Calcutta-under Calcutta—

- (a) for the entry "(15) Project Circle, Calcutta" read "(15) Project Circle II, Calcutta";
- (b) for the entry "(20) Cinema Circle, Calcutta" read "(20) Cinema Circle II, Calcutta";
- (c) items (11) and (21) should be deleted and the existing items 12 to 20 should be renumbered as 11 to 19".

[No. 38 (F. No. 55/1/62-IT).]

J. RAMA IYER, Under Secy.,

#### **MINISTRY OF STEEL AND HEAVY INDUSTRIES**

**(Department of Iron and Steel)**

*New Delhi, the 27th June 1963*

**S.O. 1846/ESS. COMM/IRON AND STEEL-2(c)AM(104).**—In exercise of the powers conferred by sub-clause (c) of clause 2 of the Iron and Steel (Control) Order, 1966, the Central Government hereby directs that the following further amendment shall be made to the notification of the Government of India, in the

Ministry of Steel, Mines and Fuel No. S.R.O. 2041/ESS.COMM/IRON AND STEEL-2(c) dated the 11th June, 1957, as amended from time to time, namely :—

In the Schedule annexed to the said notification in columns 2 and 3 thereof against 'GUJARAT', the following entry shall be added, namely :—

2	3	4 and 5.
6. All District Development Officers, and Taluka Development Officers in the State of Gujarat.'		

[No. SC(A)-2(15)/63]

P. SEN, Under Secy.

### MINISTRY OF FOOD & AGRICULTURE

(Department of Agriculture)

New Delhi, the 24th June 1963

S.O. 1847.—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following amendments in the notification of the Government of India in the late Ministry of Agriculture No. S.R.O. 634-A, dated the 28th February, 1957, namely :—

In the Schedule to the said notification,—

(1) in part I—General Central Service, Class III, for the sub-headings "Soil Conservation Research Demonstration and Training Centres, Dehra Dun|Kotah|Bellary|Ootacamund|Chatra|Vasad|Ibrahimpatan" and "Soil Conservation Research Demonstration and Training Centres, Agrah|Chandigarh" and the entries thereunder in columns 1 to 5, the following shall be substituted, namely :—

1	2	3	4	5
"Soil Conservation Research Demonstration and Training Centre, Dehra Dun.				
All Posts. . . . Senior Soil Senior Soil All Deputy Secretary to the Government of India, Ministry of Food & Agriculture (Department of Agriculture).	Conservantion Officer.	Conservation Officer.		
Soil Conservation Research Demonstration and Training Centres Kotah/Vasad/Bellary/Ootacamund/Chatra/Ibrahimpatan.				
All posts other than the post of Superintendent.	Soil Conserva- tion Officer.	Soil Conserva- tion Officer.	All Deputy Secretary to the Government of India, Ministry of Food & Agriculture, (Department of Agriculture).	

1	2	3	4	5
<b>Post of Superintendent</b>	Deputy Secretary to the Government of India.	Deputy Secretary to the Government of India.	All Soil Conservation Officer. (i) (iii)	Joint Secretary to the Government of India, Ministry of Food and Agriculture, (Department of Agriculture). Deputy Secretary to the Government of India, Ministry of Food & Agriculture, (Department of Agriculture).
<b>Soil Conservation Research Demonstration and Training Centres, Agra &amp; Chandigarh.</b>				
All posts with maximum pay of the scale of pay not exceeding Rs. 300 per month.	Assistant Soil Conservation Officer.	Assistant Soil Conservation Officer.	All Assistant Soil Conservation Officer. (i) to (iii)	Deputy Secretary to the Government of India, Ministry of Food & Agriculture, (Department of Agriculture). Deputy Secretary to the Government of India, Ministry of Food & Agriculture, (Department of Agriculture).
<b>All other posts.</b>	Deputy Secretary to the Government of India.	Deputy Secretary to the Government of India.	All Assistant Soil Conservation Officer. (i) to (iii)	Joint Secretary to the Government of India, Ministry of Food & Agriculture (Department of Agriculture). Deputy Secretary to the Government of India, Ministry of Food & Agriculture, (Department of Agriculture)"

(ii) in Part II—General Central Service, Class IV, for the sub-headings "Soil Conservation Research Demonstration and Training Centres, Dehra Dun|Kotah|Bellary|Ootacamund|Chatra|Vasad|Ibrahimpatan" and "Soil Conservation Research Demonstration and Training Centres, Agra|Chandigarh" and the entries thereunder in columns 1 to 5, the following shall be substituted, namely:—

1	2	3	4	5
"Soil Conservation Research Demonstration and Training Centre, Dehra Dun.				
<b>All Posts.</b>	Senior Soil Conservation Officer.	Senior Soil Conservation Officer.	All	Deputy Secretary to the Government of India, Ministry of Food and Agriculture, (Department of Agriculture).
<b>Soil Conservation Research Demonstration and Training Centre, Kotah/Vasad/Bellary/Ootacamund/Chatra/Ibrahimpatan.</b>	Soil Conservation Officer.	Soil Conservation Officer.	All.	Deputy Secretary to the Government of India, Ministry of Food & Agriculture, (Department of Agriculture).

1

2

3

4

5

Soil Conservation Re-  
search Demonstration  
& Training Centre,  
Agra/Chandigarh.

All Posts . . . Assistant Soil Assistant Soil All Deputy Secretary to  
Conservation Officer. Conservation Officer. the Government of India,  
Ministry of Food &  
Agriculture, (Depart-  
ment of Agriculture).

[No. 21-84/57-Soil Cons. (I) (.).]

B. D. KAPUR, Under Secy.

## (Department of Agriculture)

*New Delhi, the 25th June, 1963*

**S.O. 1843.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Ministry of Food and Agriculture (Recruitment to Technical Non-gazetted Class II and III Posts) Rules, 1959, published with the notification of the Government of India in the Ministry of Food and Agriculture (Department of Agriculture) No. S.O.-358, dated the 4th February, 1959, namely:—

1. These rules may be called the Ministry of Food and Agriculture (Recruitment to Technical Non-Gazetted Class II and III Posts) Fourth Amendment Rules, 1963.
2. In the Schedule to the Ministry of Food and Agriculture (Recruitment to Technical Non-gazetted Class II and III Posts) Rules, 1959, under Class III Non-gazetted posts, for item 7 and entries relating thereto, the following item and entries shall be substituted, namely:—

1	2	3	4	5	6	7	8	9	10	11	12	13
Technical Assistant (Dairy)	Three	General Service Class III Non-gazetted Non-Ministerial	210—10— 290—15— 320—EB— 15—425.	Not applicable	Between 20—30 years.	1. A degree or diploma in Dairying of a recognised Institute, University. 2. At least 2 years practical experience of working in a Dairy.	Not applicable	Two years	Direct recruitment	Not applicable	Not applicable	Not under the rules.

[No. 3-15/63-E. IV.]

V. P. L. TEJPAL, Under Secy.

## (Department of Agriculture)

New Delhi, the 26th June 1963

**S.O. 1849.**—In exercise of the powers conferred by the proviso to article 302 of the Constitution, the President hereby makes the following rules to amend the Indian Agricultural Research Institute (Class III) Recruitment Rules, 1961, namely:—

1. These rules may be called the Indian Agricultural Research Institute (Class III) Recruitment (Amendment) Rules, 1963.
2. In the Schedule to the Indian Agricultural Research Institute (Class III) Recruitment Rules, 1961, against item No. 17 relating to the post of Research Assistant, in column 8 after the words "in relevant subjects", the words "or Degree or Diploma in Mechanical or Agricultural Engineering" shall be inserted.

[No. 21-153/58-Instt.L]

R. M. L. VAISH, Under Secy.

## (Department of Agriculture)

New Delhi, the 26th June 1963

**S.O. 1850.**—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules further to amend the Wool Grading and Marking Rules, 1961, the same having been previously published as required by the said section, namely:—

1. These rules may be called the Wool Grading and Marking (Amendment) Rules, 1963.
2. In the Wool Grading and Marking Rules, 1961, in column 1 of Schedule 1, for the entry "Clipped White" the entry "Clipped White and Clipped South India White" shall be substituted.

[No. F. 12-3/63-AM.]

**S.O. 1851.**—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules, the same having been previously published as required by the said section, namely:—

1. These rules may be called the Oilcakes Grading and Marking (Second Amendment) Rules, 1963.
2. In rules 3 and 4 of the Oilcakes Grading and Marking Rules, 1962, (hereinafter referred to as the said rules), for the words and figures Schedules I to VI the words and figures "Schedules I to VII" shall be substituted.
3. In the said rules—
  - (i) in rule 5, for the word and figure "Schedule VII", the word and figure "Schedule VIII" shall be substituted;
  - (ii) Schedule VII shall be renumbered as Schedule VIII and before the Schedule as so renumbered, the following Schedule shall be inserted as Schedule VII, namely:—

## SCHEDULE VII

(See rules 3 and 4)

*Grade designations and definitions of quality of Coconut oil-Cake.*

Grade designation	Moisture percent by weight (Maximum)	Crude protein (Nitrogen × 6·25), percent by weight (Minimum)	Crude fat or ether extract percent by weight (Maximum)	Crude fibre per cent by weight (Maximum)	Total ash, percent by weight (Maximum)	Acid in soluble ash, percent by weight (Maximum)	Castor husk	General characteristics
	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
No. I	10·0	21·0	8·0	12·0	8·0	1·5	Nil	(1) Coconut oil-cake of grade No. I shall be the product obtained after the expression of oil from Copra (dried coconut kernels) by power driven machinery.
Ghan, Cake	12·0	18·0	13·0	12·0	8·5	2·0	Nil	(2) Ghan Oil-cake shall be the product obtained after the expression of oil from Copra (dried coconut kernels) by the animal driven Gham or chekku. (3) The material shall be free from harmful constituents, and Castorcake or husk. (4) It shall be free from rancidity, adulterants, insect or fungus infestation and from fermented, musty and other objectionable odour. (5) It shall be free from dirt and extraneous matter.

NOTE.—The value specified in Columns 3 to 7 are calculated on moisture free basis.

Adapted from the Indian Standards specification for Coconut Oil-cake as Livestock feed (I.S. 2154-1962).

[IND. F. 17-II/62-AM]

V.S. NIGAM, Under Secy.

## (Department of Agriculture)

## CORRIGENDUM

New Delhi, the 28th June 1963

**S.O. 1852.**—In the Schedule of Tariff Values for 1963-64 notified as S.O. 1664 dated the 15th June, 1963:

- (i) in column 2, under S. No. 10, for the words "Buffalow hides" substitute the words "Buffalo hides";
- (ii) in column 2, under S. No. 12, for the words "Ground oilcake and meal" substitute the words "Groundnut oilcake and meal"; and
- (iii) in column 2, under S. No. 14, for the words "Calery seed" substitute the words "Celery seed".

[No. 4-1/63-C(E).]

N. RANGANATHAN, Under Secy.

## MINISTRY OF HEALTH

New Delhi, the 25th June 1963

**S.O. 1853.**—In exercise of the powers conferred by sub-section (4) of section 13 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendment in Part II of the Third Schedule to the said Act, namely:—

In the said Part of the Third Schedule, after the entry "M.D. (Saarbrucken)", the following entry shall be inserted, namely:—

"Doctor-en Medicina Y. Chirugia (University of Madrid, Spain)".

[No. F. 16-59/62-MI(MPT).]

New Delhi, the 26th June 1963

**S.O. 1854.**—In pursuance of Regulation No. 15 of the Dental Council of India Regulations for the Examination for qualifying a person registered in Part 'B' to register in Part 'A' of the Dentists Register maintained under the Dentists Act, 1948 (16 of 1948), it is hereby notified that the following candidates passed the Examination No. I conducted by the Dental Council of India at the Dental College & Hospital, Lucknow, in May, 1963. The Roll Numbers of the candidates are given in brackets against their names:—

Baldev Kumar	(2)
Gian Chand Grover	(3)
Jagdish Chandar	(6)
K. U. Sathyananth	(7)
Surandra Kumar	(10)
Vijay Kumar Gupta	(11)

[No. F. 3-18/63-MII.]

S. BRATT, LDS., FICD, Secy.,  
Dental Council of India.

**S.O. 1855.**—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule—

- (i) in the entries relating to the University of Poona, after the entries "Diploma in Public Health ..... D.P.H. (Poona)", the following entries shall be inserted, namely:—  
"Diploma in Clinical Pathology ... D.C.P., Poona";

(ii) in the entries relating to the Gujarat University after the entries "Doctor of Medicine (Pathology)", the following entries shall be inserted, namely:—  
 "Diploma in Anaesthesia ... D.A., Gujarat";

(iii) in the entries relating to the University of Kerala, after the entries "Bachelor of Medicine and Bachelor of Surgery ... M.B., B.S.", the following entries shall be inserted, namely:—  
 "Doctor of Medicine (Medicine) .. M.D. (Med.), Kerala  
 Master of Surgery (Surgery) .. M.S. (Surg.), Kerala  
 Doctor of Medicine (Obstetrics and Gynaecology) .. M.D. (Obst. & Gyn.), Kerala;

Diploma in Gynaecology and  
 Obstetrics .. D.G.O., Kerala";

(iv) after the entries relating to the Jabalpur University, the following entries shall be inserted, namely:—  
 "Sri Venkateswara .. Bachelor of .. M.B., B.S.,  
 University. Medicine & Venkateswara.  
 Bachelor of  
 Surgery.  
 Punjabi University .. Bachelor of .. M.B., B.S., Punjabi".  
 Medicine &  
 Bachelor of  
 Surgery.

[No. F. 17-6/63-MPT.]

New Delhi, the 29th June 1963

**S.O. 1856.**—In exercise of the powers conferred by sub-section (1) of Section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consultation with the Medical Council of India, hereby directs that the Medical qualification "Doctor of Medicine" granted by the University of Berne, Switzerland shall be a recognised medical qualification for the purposes of this Act.

[No. 16-58/62-MI.]

#### ORDERS

New Delhi, the 25th June 1963

**S.O. 1857.**—Whereas the Government of India in the Ministry of Health has, by notification No. 16-6/60-MI, dated the 9th January, 1961, made in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "M.D. (Johann Wolfgang Goethe Universitate—Frenkfurtam—Main) for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies the period of two years with effect from the date of this Order or so long as Dr. Justus Manfred Laun, who possesses the said qualification, continues to work with the Board of Christian Institutions, Raipur, Madhya Pradesh, to which he is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. Justus Manfred Leun shall be limited.

[No. F. 16-7/63-MI(MPT).]

**S.O. 1858.**—Whereas, the Government of India in the Ministry of Health has, by notification No. 16-17/60-MI, dated the 1st February, 1961, made, in exercise of the powers conferred by sub-section (1) of Section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "M.D. (College of Medical Evangelists, Los Angeles, California-U.S.A.)" for the purpose of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956),

The Central Government hereby specifies the period of two years with effect from the date of this Order or so long as Dr. Donald D. Miller who possesses the said qualification, continues to work with the Church of the Nazarene Mission, Dhamandari, District Buldana (Maharashtra), to which he is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. Donald D. Miller shall be limited.

[No. F. 16-9/63-MI(MPT).]

New Delhi, the 26th June 1963

S.O. 1859.—Whereas the Government of India in the Ministry of Health has, by notification No. 16-58/62-MI, dated the 26th June, 1963 made in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "Doctor of Medicine" granted by the University of Berne, Switzerland for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies the period of two years with effect from the date of this order or so long as Dr. Kurt Lekisch, who possesses the said qualification continues to work in the Bethesda Hospital, Ambur, North Arcot District, to which he is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. Kurt Lekisch shall be limited.

[No. F. 16-58/62-MI.]

B. B. L. BHARADWAJ, Under Secy.

New Delhi, the 27th June 1963

S.O. 1860.—The State Government of West Bengal, having nominated Dr. B. B. Sarkar, M.Sc., M.B., D.T.M., LL.B. (Cal.), Bar-at-law, Ph.D. (Cantab.), to represent that amendment on the Drugs Consultative Committee, the Central Government, in pursuance of section 7 of the Drugs Act, 1940 (23 of 1940), hereby makes the following further amendments in the notification of the Government of India in the Ministry of Health No. F. 1-3/47-D(II), dated the 13th September, 1948, namely:—

In the said notification, under the heading 'Nominated by the State Governments'.

for entries against serial No. 3, the following entries shall be substituted, namely:—

Dr. B. B. Sarkar, Assistant Director, Directorate of Health Services (Drugs), West Bengal-1, Calcutta."

[No. F. 4-1/63-D.]

S.O. 1861.—The Scientific Advisory Board of the Indian Council of Medical Research, having elected Dr. S. Rangaswami Vice Dr. M. L. Chatterji and re-elected Dr. B. Mukerji, in pursuance of the provisions of clause (vii) of sub-section (2) of section 5 of the Drugs Act, 1940 (23 of 1940) and the Medical Council of India, having elected Dr. Y. B. Mangrukar Vice Dr. Bankat Chandra, Lt. General B. M. Rai Vice Dr. A. K. Sen and re-elected Dr. B. L. Taneja under clause (viii) of sub-section (2) of section 5 of the said Act, the Central Government in pursuance of section 7 of the Drugs Act, 1940 (23 of 1940), makes the following amendments in the notification of the Government of India in the Ministry of Health No. F. 4-3/60-D, dated the 12th July, 1962, reconstituting the Drugs Technical Advisory Board, namely:—

In the said notification

(1) under the heading "Elected by the Scientific Advisory Board of the Indian Council of Medical Research under section 5(2)(vii) of the Act", for entries 8 and 9, the following entries shall be substituted, namely:—

\* Dr. B. Mukerjee, Director, Chittaranjan National Cancer Research Centre, 37, S. P. Mukerjee Road, Calcutta-26.

\* Dr. S. Rangaswami, Prof. of Pharmaceutical Chemistry, Andhra University, Waltair."

(2) under the heading "Elected by the Medical Council of India in pursuance of section 5(2)(viii) of the Act", for the entries 10, 11 and 12, the following entries shall be substituted, namely:—

- "10. Dr. B. L. Taneja, Principal, Maulana Azad Medical College, New Delhi.
11. Dr. Y. B. Mangrulkar, Park Corner, Dhantoli, Nagpur.
12. Lt. General B. M. Rao, 27, Tuglak Road, New Delhi.

[No. F. 4-3/60-D.]

BASHESHAR NATH, Under Secy.

## MINISTRY OF TRANSPORT AND COMMUNICATIONS

(Department of Transport)

(Transport Wing)

MERCHANT SHIPPING

New Delhi, the 29th June 1963

**S.O. 1862.**—In exercise of the powers conferred by rule 5 of the Indian Merchant Shipping (Seamen's Employment Office, Calcutta) Rules, 1954, the Central Government hereby appoints Shri V. P. Mathur as a member representing the shipowners on the Seamen's Employment Board (Foreign-going) at the port of Calcutta in place of Shri H. D. R. Smith, who has since resigned, and make the following amendment in the notification of the Government of India in the Ministry of Transport and Communications (Department of Transport) No. 15-MT(6)/62, dated the 4th February, 1963, namely:—

In the said notification for entry No. 9 the following entry shall be substituted:—

"9. Shri V. P. Mathur."

[No. 15-MT(6)/62.]

D. S. NIM, Dy. Secy.

(Department of Communications and Civil Aviation)

(P. & T. Board)

New Delhi, the 25th June 1963

**S.O. 1863.**—In exercise of the powers conferred by Section 43 of the Indian Post Office Act, 1898 (6 of 1898), the Central Government hereby makes the following rules further to amend the Indian Post Offices Rules, 1933, namely:—

- (1) These rules may be called the Indian Post Office (Third Amendment) Rules, 1963;
- (2) They shall come into force on 1st day of July, 1963.
- (3) In the Indian Post Office Rules, 1933, in the Exception to rule 126, for the words "field Post Offices," the words, "field Post Offices and family allotment money orders remitted on behalf of seamen working on Indian merchant ships," shall be substituted.

[No. 13/6/62-CL]

A. V. SESHANNA, Director,  
(Postal Technical).

(Department of Communications and Civil Aviation)

(P. & T. Board)

New Delhi, the 1st July 1963

**S.O. 1864.**—In exercise of the powers conferred by section 21 of the Indian Post Office Act, 1898 (6 of 1898), the Central Government hereby makes the following rules further to amend the Indian Post Office Rules, 1933, namely:—

1. *Short title and commencement.*—(1) These rules may be called the Indian Post Office (Fourth Amendment) Rules, 1963.

(2) They shall come into force on the 1st July, 1963.

2. *Amendment of rule 44.*—In rule 44 of the Indian Post Office Rules, 1933, in the proviso to sub-rule (1), for the figures, letters and words "30th June, 1963", the figures, letters and words, "30th September, 1963" shall be substituted.

[No. 48/3/62-Cl.]

K. RAMAMURTI, Director.

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MINISTRY OF SCIENTIFIC RESEARCH & CULTURAL AFFAIRS

(ARCHAEOLOGY)

New Delhi, the 27th June 1963

S.O. 1865.—Whereas the Central Government is of opinion that the archaeological site and remains specified in the Schedule attached hereto is of national Importance.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said archaeological site and remains to be of national importance.

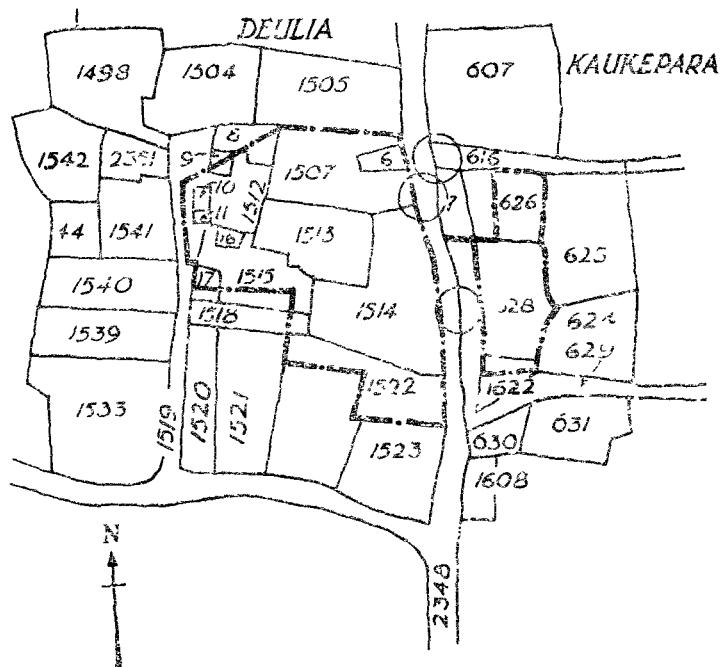
Any objection made within two months after the issue of this notification by any person interested in the said archaeological site and remains will be considered by the Central Government.

## SCHEDULE

Serial No.	State	District	Tahsil	Locality	Name of monument	Revenue plot number to be included under protection	Area Acres	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10	11
1	West Bengal	24-Par-ganas	Barasat	Deulia & Kaukepara.	Ancient mound known as Varahamihirer Dhipi comprised in survey plot Nos. 1506, 1511, 1510, 1513, 1514, 1516 and part of survey plot Nos. 1507, 1509, 1510, 1512, 1513, 1514, 1516 and part of survey plot Nos. 1507, 1509, 1512, 1508, 1515, 1517, 1518 and 1522 of mauza Deulia and survey plot Nos. 628 and part of survey plot Nos. 626 and 1622 of mauza Kaukepara.	Whole of survey plot Nos. 1506, 1511, 1510, 1513, 1514, 1516 part of survey plot Nos. 1507, 1509, 1512, 1508, 1515, 1517, 1518 and 1522 of mauza Deulia and survey plot No. 628, part of survey plot Nos. 626 and 1622 of mauza Kaukepara as shown in the plan reproduced below.	2.22	<b>DEULIA MAUZA</b> North :— Survey plot No. 1505 remaining portions of survey plot Nos. 1507, 1508, 1509, and 1512. East :—Survey plot No. 2348. South :—Survey plot No. 1523 and remaining portion of survey plot Nos. 1522, 1515 and 1517. West :—Survey plot No. 1519 and remaining portion of survey plot Nos. 1515, 1518 and survey plot No. 1521.  <b>KAUKEPARA MAUZA</b> North :—Survey plot No. 606. East :—Survey plot Nos. 624, 625. South :—Remaining portion of survey plot No. 1622. West :—Survey plot Nos. 627, 629 and remaining portion of survey plot No. 626.	Private excepting part of survey plot Nos. 1507, 1508, 1509, and 1512. The mound is also known as plot No. Khara Mihirer Dhipi which is owned by the West Bengal Government.	

## SITE PLAN OF VARAHA-MIHIRER DHIP

20 0 20 60 100 METRES  
 110 55 0 110 220 330 FEET



## LIMITS OF PROPOSED PROTECTION

[No. F. 4-8/63-C. I.]  
S. J. NARSIAN,  
Assistant Educational Adviser.

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**MINISTRY OF COMMUNITY DEVELOPMENT & COOPERATION**

(Department of Cooperation)

*New Delhi, the 24th June 1963*

**S.O. 1866.**—In exercise of the powers conferred by Section 5-B of the Multi-unit Cooperative Societies Act, 1942 (6 of 1942), the Central Government hereby directs that all powers of authority exercisable by the Central Registrar of Cooperative Societies under the said act shall also be exercisable by Shri Vishnu Dutta Sharma, Registrar of Cooperative Societies, Rajasthan, in respect of Multi-unit Cooperative Societies which are or deemed to be actually registered in the State of Rajasthan.

[No. 3-17/62-CT.]

**S.O. 1867.**—In exercise of the powers conferred by Section 5-B of the Multi-unit Cooperative Societies Act, 1942 (6 of 1942), the Central Government hereby directs that all powers of authority exercisable by the Central Registrar of Cooperative Societies under the said Act shall also be exercisable by Shri R. Bharaniah, Registrar of Cooperative Societies, Mysore in respect of multi-unit cooperative societies which are or deemed to be actually registered in the State of Mysore.

[No. 3-17/62-CT.]

S. S. PURI, Dy. Secy.

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**MINISTRY OF RAILWAYS**

(Railway Board)

**CORRIGENDUM**

*New Delhi, the 27th June 1963*

**S.O. 1868.**—In the Order of the Government of India in the Ministry of Railways (Railway Board) No. S.O. 1556, dated 30th May, 1963, published at page 1763 of Part II—Section 3—sub-section (ii) of the Gazette of India, dated 8th June 1963, for “G.S.R. ...., dated 26th March 1963” read “S.O. 906, dated the 26th March 1963”.

[No. 62/W2/LA/15.]

P. C. MATHEW, Secy.

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**MINISTRY OF WORKS, HOUSING AND REHABILITATION**

(Department of W. & H.)

*New Delhi, the 27th June 1963*

**S.O. 1869.**—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the Managing Officer, Faridabad Appointed under the Displaced Persons Compensation and Rehabilitation Act, 1954 (44 of 1954) being a gazetted officer of the Government, to be an Estate Officer for the purpose of the said Act. He shall exercise the powers conferred, and perform the duties imposed, on Estate Officers by or under the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 within the local limits of his jurisdiction in respect of all public premises as defined in the above Act.

[No. (32/16/63-Acc.II).]

S. L. VASUDEVA, Under Secy.

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(Department of Rehabilitation)

*New Delhi, the 24th June 1963*

**S.O. 1870.**—Whereas the Central Government is of the opinion that it is necessary to acquire the evictee properties in the State of U.P. specified in the schedule below for a public purpose, being a purpose connected with the relief

and rehabilitation of displaced persons including payment of compensation to such persons.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire and hereby acquires the said evictee properties specified in the schedule below:—

#### SCHEDULE

S. No.	Particulars of property	Name of the locality town in which E. P. situated	Name of the evictee.
--------	-------------------------	---------------------------------------------------	----------------------

Plot No. 7 area 1.27 acres	situated in village Pachpeda Pargana	Smt: Zahida Begum
8 area 1.00 acres	Marehra Tehsil & Distt: Etah.	and Khalil Fatima
123 ABJ area 9.30 acres		residents of Marehra.
139 area 1.00 acres		
141 area 1.71 acres		
<b>5 plots 14.28 acres</b>		

[No. 2(10)/62-L & R.]

M. J. SRIVASTAVA,  
Settlement Commissioner & Ex-Officio Under Secy.

#### (Department of Rehabilitation)

#### (Office of the Chief Settlement Commissioner)

New Delhi, the 1st July 1963

**S.O. 1871.**—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property, Act 1950 (XXXI of 1950), the Central Government hereby appoints, for the Union territory of Delhi, Shri O. N. Vohra, Regional Settlement Commissioner, New Delhi as Custodian for the purpose of discharging the duties assigned to the Custodian by or under the said Act, with effect from 7th June, 1963.

[No. 5(1)/ARG/63.]

KANWAR BAHADUR,  
Settlement Commissioner (A)—Ex-Officio Dy. Secy.

#### DELHI DEVELOPMENT AUTHORITY

New Delhi, the 29th June 1963

**S.O. 1872.**—In supersession of this office notification No. L. 2(14)54, dated 28th December, 1960 and in pursuance of the provisions of sub-section 4 of Section 22 of the Delhi Development Act, 1957, the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land & Development Officer, Ministry of W.H.&R., Government of India, New Delhi.

#### SCHEDULE

Piece of land measuring 1736 sq. yds. bearing khasra Nos. 839/404-416-min (282 sq. yds.), 840/404-416/2(1454 sq. yds.) situated in Paharganj Estate.

The above piece of land is bounded as follows:—

North: Service Lane.  
South: Service Lane.  
East: Service Lane.  
West: Service Lane.

[No. L. 2(19)62.]

R. K. VAISH, Secy.

## MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 25th June 1963

**S.O. 1873.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the matter of application under section 33A of the said Act from Shri Kalu Ram, s/o Shriram Sahu, Skilled Mazdoor of Hindustan Steel Limited, Bhilai Steel Project, which was received by the Central Government on the 18th June, 1963.

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY.

APPLICATION No. CGIT-8 (APPLN.) OF 1963

ARISING OUT OF REF. No. CGIT-27 OF 1962.

Shri Kalu Ram, s/o Shriram Sahu,  
Skilled Mazdoor, Rajhara Mines,  
Bhilai Steel Project—Complainant.

Vs.

Hindustan Steel Ltd.,  
Bhilai Steel Project—Opposite Party.

RE: Complaint under section 33A of the Industrial Disputes Act, 1947  
(XIV of 1947).

## PRESENT:

Shri Salim M. Merchant, Presiding Officer.

## APPEARANCES:

For the Complainant: Shri S. D. Mukherji President, Samyukta Khadan Mazdoor Sangh.

For the Opposite Party: Shri P. Mazumdar Senior Personnel & Welfare Officer, Hindustan Steel Ltd., Bhilai Steel Project.

INDUSTRY: Mining (Iron Ore).

STATE: Madhya Pradesh.

Bombay, dated 6th June 1963.

## AWARD

This is a complaint under section 33A of the Industrial Disputes Act, 1947 (Act XIV of 1947), directed against an order of discharge dated 16th April 1963, passed by the opposite party against the complainant, discharging him from its service. It is admitted that the opposite party is a workmen concerned in the industrial dispute Reference No. CGIT-27 of 1962, which is pending before this Tribunal. After this complaint was filed on 28th of April 1963, the company by its letter No. MM/Raj/Accts/18-A/63/3751, dated 15th May 1963, written in response to an appeal for re-consideration, dated 26th April 1963, made by the complainant to the Mines Manager, intimated to him that he was being re-instated in service and subsequently he was re-instated in service. Consequently at the hearing of this dispute at Bombay on 6th June 1963, Shri Mazumdar, Senior Personnel and Welfare Officer of the company applied that this complaint be disposed of as settled. Shri S. D. Mukherji, President, Samyukta Khadan Mazdoor Sangh, representing the Opposite party, has no objection to the complaint being marked as settled. In view of the re-instatement in service of the complainant, this application is disposed of as settled.

No order as to costs.

Sd./- SALIM M. MERCHANT,  
Presiding Officer,  
Central Government Industrial Tribunal,  
Bombay.

[No. 23/22/62-LR-II.]

New Delhi, the 26th June 1963

**S.O. 1874.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Canara Industrial and Banking Syndicate Limited and their workmen, which was received by the Central Government on the 18th June, 1963.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT BOMBAY.

REFERENCE CGIT No. 33 OF 1962.

Employers in relation to the Canara Industrial and Banking Syndicate  
Ltd.

AND

Their workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the Employers: Shri K. L. V. Nayak, Manager.

For the Workmen: Shri K. Rathnakar and Shri Vincent Robert Lobo, Joint Secretary and Vice President respectively of Bank Employees' Association, South Kanara, Coondapoor.

INDUSTRY: Banking.

STATE: Mysore.

Bombay, dated the 14th June 1963.

AWARD

The Central Government, by the Ministry of Labour & Employment's Order No. 51(38)/62-LRIV, dated 4th October 1962, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, was pleased to refer the industrial dispute between the parties above-named, in respect of the subject-matter specified in the following Schedule to the said Order, to me for adjudication.

SCHEDULE

Whether the action of the management of the Canara Industrial and Banking Syndicate Limited in transferring Shri Surendra S. Nayak from Salem Branch to the Tirupattur Branch of the Bank on the 31st July, 1962 was justified, particularly keeping in view the various transfers made prior to that date, and, if not, to what relief is he entitled?

2. After the Bank and the union had filed their written statements, a letter dated 29th May 1963 was received by the Tribunal from Shri Surendra S. Nayak, the workman whose transfer from the Salem to the Tirupattur branch of the bank forms the subject-matter of the dispute, stating that he had, on his own application, been transferred by the bank to Bangalore and that he, therefore, did not wish to prosecute this dispute. He also stated that immediately on his transfer to Bangalore he had addressed a letter to Shri A. L. Hebbar, President and General Secretary, Bank Employees' Association, South Kanara, Coondapoor, to withdraw this dispute. He has stated in his letter that he had now no grievance with the management and the dispute did not survive.

3. At the hearing of the dispute at Bombay on 14th June 1963, Shri K. L. V. Nayak, Manager appearing for the bank stated that Shri Surendra S. Nayak had on his own request, because of the illness of his mother, been transferred from the Tirupattur branch of the Bank to Bangalore in or about September of 1962, and, therefore, the dispute did not survive. He further stated that Shri Surendra S. Nayak had informed the bank that he had informed the union accordingly and had requested the union not to prosecute the dispute. Shri K. L. V. Nayak further stated that the bank by its letter dated 3rd May 1963, had informed the union that Shri Surendra S. Nayak had accepted the transfer to Bangalore. The receipt of this letter from the bank was admitted by Shri K.

Rathnakar, the general secretary of the union. At the hearing, after some discussion, Shri Rathnakar stated that in view of the transfer of Shri Surendra S. Nayak at his request to Bangalore, the union did not want to press this dispute. He, however, applied that the union be reimbursed of the costs and expenses incurred by it over the attendance of himself and Shri Lobo at to-day's hearing of the dispute in Bombay. He stated that they had both come down to Bombay from South Kanara for the purposes of this dispute and that they had incurred nearly Rs. 300/- to Rs. 400/- in doing so. At my suggestion, Shri K. L. V. Nayak for the bank offered to pay Rs. 100/- towards the expenses which the union had incurred and Shri Rathnakar, Joint Secretary of the union, accepted that suggestion.

4. In the result, the dispute is treated as settled, does not survive and is dismissed accordingly. The bank shall pay the said sum of Rs. 100/- to the union within one month from the date of the publication of this Award in the Official Gazette.

Sd./- SALIM M. MERCHANT,  
Presiding Officer,  
Central Government Industrial Tribunal,  
Bombay.

[No. 51(38)/62-LRIV.]

*New Delhi, the 27th June, 1963*

**S.O. 1875.**—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Chirimiri Colliery and their workmen, which was received by the Central Government on the 25th June, 1963.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT BOMBAY

REFERENCE No. CGIT-19 OF 1962

Employers in relation to Chirimiri Colliery

AND

their workmen

PRESENT

Shri Salim M. Merchant,—*Presiding Officer.*

APPEARANCES:

For the employers.—Shri B. Narayanswamy, Advocate with Shri D. O. Sanghvi, Advocate, instructed by Shri D. R. Bhagwat, Chief Personnel Officer, Shri D. K. Sen Gupta, Senior Assistant Manager and Shri I. S. Rathaur, Additional Personnel Officer.

For the workers.—Shri Gulab Gupta, General Secretary, Shri R. N. Singh, Deputy Gen. Secretary, Shri Ramniklal, Secretary, M.P. Colliery Workers' Federation and Shri Shamal, Secretary, Chirimiri Colliery Branch of the Federation with Shri R. B. Ganguli.

INDUSTRY: Coal.

STATE: Madhya Pradesh.

Bombay, dated 24th June, 1963

AWARD

The Central Government, by the Ministry of Labour and Employment's Order No. 8/33/62-LR-II, dated 8th May, 1962, made in exercise of the powers conferred by section 10(2) of the Industrial Disputes Act, was pleased to refer this industrial dispute for adjudication to Shri Ganesh Prasad Bhatt, Presiding Officer, Central Government Industrial Tribunal, with head quarters at Indore City and, thereafter, upon Shri Bhatt relinquishing office, the Central Government by the Ministry of Labour and Employment's Order No. 8/33/62-LR-II, dated 7th July, 1962, made in exercise of the powers conferred by section 33B(1) of the Industrial

Disputes Act, was pleased to withdraw the proceedings in relation to the said dispute from the Central Government Industrial Tribunal, Indore, and to transfer the same to the Central Government Industrial Tribunal, at Bombay with the direction that the Tribunal shall proceed with the said dispute from the stage at which it was transferred to it and dispose of the same according to law. The subject matter of the dispute between the parties is as follows:—

"whether the workmen of Chirimiri Colliery are entitled to wages for the strike period from 23rd February, 1962, to 4th March, 1962."

2. The Madhya Pradesh Colliery Workers' Federation filed its written statement of claim dated 28th June, 1962, before Shri Bhatt. The company filed its written statement in reply, after the dispute was transferred to this Tribunal, on 1st October, 1962, and the union filed its rejoinder thereto dated 16th October, 1962, and the company filed its reply to the union's rejoinder on 10th November, 1962. The dispute was heard at Jabalpur on 18th October, 1962, 29th and 30th March, 1963, and between 8th and 11th April, 1963, at Bombay, when the hearing was concluded.

3. The Union in its written statement dated 26th May, 1962, has stated that the strike in question had to be resorted to because the management wrongly refused to give permanent posts and consequential benefits to workers called "casuals" or "badlis". The union had demanded that all those who had worked for six months in the colliery should be made permanent, but the company did not accept the demand. The union's case is that the so-called casuals and badlis in the colliery were not really so, as defined in the colliery's certified Standing Orders. According to the union, these were workmen casually employed on permanent jobs because many vacancies in permanent jobs had been kept unfilled and because, the management appointed different persons on different days to do the permanent jobs, which was unfair labour practice on the part of the management. It appears that the Federation by its letter of 26th March, 1960, (Annexure A) had protested against this practice of the management. Correspondence then ensued between the branch union of the Federation at the colliery and the management, at the colliery level. Later, the dispute was taken up with the management by the central office of the Federation but no settlement was reached and the Federation forwarded its demands to the Conciliation Officer (Central), Jabalpur, who held conciliation proceedings on 3rd July, 1961, which were attended on behalf of the colliery management by Shri Bhagwat and Shri Sharma who, according to the union, were not fully empowered to settle the dispute. The union in its written statement paragraph 5 has stated as follows:—

"The Federation wanted this matter to be discussed with the General Manager who is the highest authority in the management and who was not present during conciliation and hence the demand was withdrawn from conciliation. Thereafter the officers of the company tried to fix meetings with the General Manager which could not be done due to the many preoccupations of the parties".

According to the union, the matter thereafter continued to remain under discussion and negotiations for three years, during which period, the Federation tried, through all possible sources, for a settlement. According to the Federation, in the meantime, the matter took a serious turn, as by the beginning of 1962, there were about 450 casually employed workers in the colliery, who constituted 25 per cent of the total number of workers of the colliery. According to the Federation this was the social problem of 1962, inasmuch as 450 casual and badli workmen were a constant threat to safety and security of the colliery. According to the union, of these 450 casual and badli workers only 80 were picked up and employed in the first shift and the rest were asked to apply for the next shift. According to the union, this was done not because jobs were changing but because different workers were employed on different days to do the same job. According to the union, it was not that 300 workmen were just kept idle everyday, but that it was a case of everyone getting a job for only one or two days every week. The union has alleged that workers worked on Sundays, holidays and festival holidays without the benefit of over-time, and there were many accidents but no compensation was paid. According to the union, the permanent force of workers in the colliery was also adversely affected as most permanent jobs were made inter-changeable and workers of lower category were made to work in a higher category without any extra payment. Their work-load was also increased. There was thus, according to the union, violation of law and the Code of Discipline. The union has stated that the management was trading in human health because unskilled workers were required to work beyond their physical capacity.

It is stated that there were cases where workmen were made to work for 36 hours at a stretch.

4. According to the union, the trouble started on the 12th February, 1962, when a guard was asked to work as a loco-man, in order to make room for a casual worker. This was resented by the workman who was asked to get out and because of this arbitrary behaviour of the management the workers refused to work. This was brought to the notice of the President and Vice-President of the Federation on 13th February, 1962. The union has stated that in order to facilitate the General Manager of the colliery attending the discussions, and in order to bring about a settlement, the union got the discussions adjourned to 18th February, 1962, but the Federation later learnt that the General Manager had not even been informed about this. The union in para 9 of its written statement has stated as follows:—

"On enquiry about the General Manager, the Federation was informed that the General Manager was busy in playing tape-recorded discourses of Gita to the public at Nagpur, rather than find time to discuss this immediate and urgent problem with the Federation, and would not be available for the discussions at colliery for few weeks."

The Federation, therefore, did not wait any further and on 19th February, 1962, gave notice of direct action if the General Manager failed to come to Chirmiri to settle the dispute by 22nd February, 1962.

5. Discussions were, however, held on the night of 22nd February, 1962, with the Labour Inspector (Central), Chirmiri, as also on the morning of 23rd February, 1962, but, according to the union, as the attitude of the management remained unchanged, the strike was commenced on 23rd February, 1962. The Federation has stated that it had no alternative but to go on strike in view of the adamant attitude of the local management and unresponsiveness of the General Manager. According to the Federation, it had waited for 2 years for the redress of this grievance but the management had, in the meantime, kept on increasing the number of casuals and badlis. The Federation has, in para 10 of its written statement, stated that the strike, therefore, was the only alternative against this unfair labour practice and anything else would have put premium on these malpractices. The Federation has stated that before, during and after, the strike the behaviour of the workers was exemplary. There was no violence, but only silent protest. The union has, therefore, submitted that the strike was justified legally and was in conformity with the Code of Discipline; that the workers were forced to go on strike to fight out the unfair labour practice, of the worst nature adopted by the management. It has submitted that it was the management that was responsible for the strike and, therefore, the workers were entitled to be paid wages and other benefits for the period of the strike.

6. The company in its written statement of 1st October 1962, has submitted that there was a higher percentage of absenteeism among the workers of this mine, particularly among coal cutting machine-men, loco men of the engineering department, points men, trammers and drillers of the under-ground department. As other workers who were asked to do work in their places refused in spite of being offered the higher wages as per the coal award for the higher category of work involved, there was, general absenteeism, resulting in delay in commencement of work and lower production. This also necessitated the management having to pay unnecessary over-time. Therefore, since June 1960, the Company embarked upon a system of employing substitutes in place of absences. A band of a few badli workers who could work on technical jobs was created from among the badli pool and this, according to the management, solved the problem to a great extent.

7. For the first time the Federation by its letter of 29th July 1960 (Annexure 1) demanded permanency of casual workers and requested the appointment of badli workers from the badli list in place of workers who were on leave, or were sick or absent for any other reason.

8. According to the company, it was engaging badli workers to cope with sudden absenteeism of the permanent workers and as such these badli workers were not casual workers; that the Federation was, therefore, making confusion between casual and badli workers. According to the company in this colliery (Chirmiri Colliery) the work of wagon-loading was given to contractors who engaged their own workmen for this work. When there was not sufficient supply of wagons or when there was supply of covered wagons, and there was not sufficient work of loading wagons, these casual workers used to offer themselves as badlis. The

Company by its letter dated 8th August 1960 (Annexure 2) addressed to the Federation explained that the employment of casual workmen in the colliery was limited to wagon-loading and other occasional work and the management had not kept a list of such casual wagon-loaders. The management further stated that these casual workers were not employed on work of a permanent nature. The management also dealt with the other points which the union had raised regarding casual workers, in its letter of 29th July 1960.

9. The management has stated that the Federation then put forward some demands in respect of casual and badli workers for the supply of lanterns, payment of compensation for injuries, payment of minimum guaranteed wages and bonus etc. The Federation had annexed the correspondence that ensued between the management and the Federation in this regard, as Annexures 3 to 7 to its written statement.

10. According to the management, the Federation again raised the question of making casual workers permanent by its letter dated 31st March 1961, (Annexure 8). In this letter the union stated that the fact that the colliery employed a large number of casual labour "automatically proved" that there were a large number of permanent vacancies in the colliery and that it was with a view to "snatch away the rights and principles of permanent workers", that the management had adopted the policy to recruit persons for a month or so and thereafter let them off by turn, and again re-employ them. The Federation characterised this as a very serious and grave precedent and lodged a protest against it. It expressed the hope that this system would be stopped and that in the existing vacancies, the management would make the casual labourer permanent. The management replied by its letter dated 4th April 1962 (Annexure 9) stating that it did not understand what the union meant by stating that it was employing casual workers on permanent jobs. It called upon the union to cite specific cases to enable it to explain the matter, and it invited the Federation's attention to its earlier letter of 8th August 1960. Thereafter, the Federation by its letter dated 26th May 1961 referred this and a number of other demands to the conciliation officer, (Central) Jabalpur for conciliation (Annexure 10).

11. According to the management at the conciliation proceedings held on 4th July 1961 the representations of the Federation withdrew all the demands, including demand No. 4, which related to the demand for casual and badli workers being made permanent. The management has stated that after the withdrawal of these demands, there was no demand made by the Federation in this regard till the Federation raised this question again by its letter dated 13th February 1962, and that too after there had been a strike in the colliery in the night shift of 12th February 1962. According to the company, at the commencement of the third shift on 12th February 1962 the locoman who was to have worked as a locopoleman on one of the locos, absented himself from work and another locoman who was to work as a locoguard in that particular shift, in the same loco, was asked to work as a locopoleman, so that a badli worker engaged in the place of the absent locoman could be engaged as a locoguard. This instruction was given having regard to the more responsible nature of a poleman's job. According to the company, in this colliery, workers working on locos—whether as locoguard or locopoleman, are all known as locoman. They are all classified in category V and every locoman has to work as a poleman or guard whenever required. The concerned poleman had not only disobeyed the order of his superior but had also invited other locomen to abstain from work. According to the company, this incident resulted in complete stoppage of work, due to the concerted action of the workmen and directions issued by the union. The other arrangements made by the management to work the colliery also failed. The raising was thus paralysed because the loco guard in the succeeding first shift of 13th February 1962, also refused to work. Therefore, the officers of the colliery met the Presidents and Vice-President of the Federation at the office of the Federation; when the question of appointment of badlis as locomen and other categories was raised by the Federation officials. After discussing these issues, and subject to further discussions on 18th February, the Federation officials issued directions to the workmen to resume work and work started again at 1 P.M. In the first shift of 13th February 1962. According to the company at the discussions on 18th February, the Federation's officials raised two other issues namely (1) maintenance of a nucleus of wagon loaders as per an industry-wise agreement entered into on 30th October 1961, before the Court of Enquiry presided over by Shri L. P. Dave, and (2) recognition of mining Sirdars as workmen. These two demands were also referred to in the Federation's letter to the Manager of the Colliery dated 19th February 1962 (Annexure 12). In this letter Shri Gulab Gupta, the Vice-President of the Federation stated that all 3 demands had been pending for a long time and needed immediate settlement and he, therefore, requested that

the General Manager, be requested to pay a visit to the colliery immediately to settle all the issues. He concluded the letter by stating:—

“In case nothing is done to settle these demands before the beginning of the third shift on 22nd February 1962, workers of your colliery would resort to some suitable action at your cost and consequences.”

The company replied to this letter by its letter dated 20th February 1962, (Annexure II), to which I shall refer presently. With regard to the discussions of the 18th February, the Company has stated that no settlement could be reached due to the unfortunate, unreasonable and adamant attitude of the Federation. The company has stated in para 7 of its written statement that even before the discussions commenced on the 18th February in the morning the casual wagon-loaders were refusing to do work. The management has stated that the fact that the casual wagon loaders were refusing to do work on 18th February 1962 was confirmed by the President of the Union when he came for a discussion on that date. However, at the hearing the company's case on this point was that it was not the President of the Federation, but the Vice-President, Shri Gulab Gupta who had confirmed that the casual wagon loaders were refusing to work on the morning of 18th February (see evidence of EW-1). In my opinion on this point the evidence on the management's side is un-satisfactory and I am not satisfied that any such admission was made by the Union officials as claimed by the management. The management had claimed that the officers of the colliery went a long way in meeting the demands of the Federation with regard to the question of absorption of badlis in permanent vacancies.

12. According to the management, on 19th February 1962, the loco drivers in the colliery suddenly struck work and consequently raising came to a stand-still, and the management had to lay-off the underground workers. Again, discussions took place between the Federation and the management and it was provisionally settled that out of the total badli workers, 105 would be given permanent employment as against the claim of the Federation for making 125 permanent. According to the management it was also settled during this discussion that the question of making the remaining 20 permanent, would be settled after a reference to the company's Head Office. On this understanding being reached, the Vice-President of the Federation, advised the workers to start work at 1 P.M., six hours after the commencement of the shift. The company has submitted that—

“The strike was a coercive concerted action on the part of the workmen under the direction of the Federation and with a strike on, the management was forced to accept 105 workers being made permanent when there was no justification for these number of workers to be absorbed. The management in spite of the workers going on strike gave them attendance to the 1st shift time-rated workers and the workers who had struck work on 19th February 1962 and full wages were paid to laid-off workers as a gesture of goodwill.”

13. The management has stated that on 20th February 1962, it received a letter dated 19th February, 1962 (Annexure 12) from the Vice-President of the Union again threatening that the workers would have recourse to suitable action if their demands were not settled before the beginning of the third shift of 22nd February 1962. The company has stated that it replied immediately to the Federation and also addressed a letter to the Labour Inspector (Central), Chirimiri on 21st February 1962 (Annexure 13), giving a short history of the sudden and lightning strike and the company's views and the settlement which it had entered into on the demands of the Federation and requested him to intervene at the earliest. Telegrams were also sent to the Regional Labour Commissioner (Central), Jabalpur, the Conciliation Officer, Jabalpur (Annexures 14 & 15), to fix Conciliation proceedings before 22nd February 1962. Another telegram was again sent to the Regional Labour Commissioner and Conciliation Officer on 22nd February 1962, requesting them to fix conciliation proceedings immediately. The management has stated that again at 12.30 p.m. on the same date another telegram was sent to the Regional Labour Commissioner (Central), requesting him to fix conciliation proceedings before 9 p.m. when the workers were about to resort to direct action (see annexure 16).

14. The management has stated that on 22nd February 1962, the Labour Inspector held discussions with the representatives of both parties but no settlement was possible because of the uncompromising attitude of the Federation officials. According to the management, the Federation demanded employment of badlies according to their own arbitrary estimate and without justifying the number demanded; that the Federation also demanded recognition of Miners Sirdars as workmen and also demanded increase in the number of workmen working under

them to enable them to get what they called, the minimum wages; that the President of the Federation asked for the company's reply of "yes or no" to the said demands to be given to him before 10 a.m. on 23rd February 1962. The management has stated that it had already yielded too much on the question of absorption of badlies in permanent vacancies and, as, in its opinion the demand relating to Mining Sirdars had no basis and was unreasonable, it had to refuse the same. All the same the company had called upon the Federation to justify its demands and to explain the basis on which it had made them and the company promised to look into it separately.

15. The management has stated that notwithstanding these discussions, on 23rd February, 1962, all the loco-men in the second shift in concert applied in writing for leave. The leave was refused and though the letter refusing leave was offered to the workmen they refused to accept the same. The management has stated that all the applications for leave were written out by one man and the reasons advanced for leave were the same in all cases; that the locomen in the second shift abstained from work collectively and in concert and thus it had amounted to strike as defined by section 2(a) of the Industrial Disputes Act, 1947. The management has stated that as a result of this illegal strike, the management was compelled to lay-off the under-ground workers connected with raising, except those who were connected with the safety of the mine and all the workmen on the surface working at the screen who were connected with the despatch of coal could not be given employment. The company has annexed a copy of its lay-off notice (annexure 17). The management has stated that again in the third shift on 23rd February 1962, all the loco drivers and locomen came for work, but did not commence work at the usual time and the management was compelled to lay-off the under-ground workmen and the surface workmen as they could not be provided with employment (Annexure 18).

16. The management has stated that on 24th February 1962, in the first shift the locomen and P.W. Mazdoors struck work by deliberately refusing to go on with their normal jobs. As other categories of workers in the underground and surface could not be given employment because of this strike they had to be laid-off and were so laid-off by company's notice dated 24th February 1962 (Annexure 19). The management has stated that a letter was received by it from the Vice President of the Federation, informing it that the workers of the colliery were on legal and justified strike (annexure 20). The Labour Inspector (Central), Chirimiri, intimated that he would hold conciliation proceedings on the three demands of the Federation at 1.30 p.m. on 24th February 1962 (annexure 21). The Conciliation Proceedings were held but no agreement could be reached. The management has stated that the Conciliation Officer (Central), Jabalpur intimated telegraphically that he would hold Conciliation Proceedings on 26th February 1962 at 10 a.m. at Chirimiri (see annexure 22). That even on 26th February 1962, in the discussions that took place with the Conciliation Officer, there was no settlement and the strike was continued and later the Conciliation Officer, Jabalpur informed both the parties that the Conciliation Proceedings were postponed to be held at Jabalpur on 3rd March 1962 at 10 a.m. (Annexure 23). The Conciliation Proceedings held on the 3rd March 1962, continued at Jabalpur and a settlement was reached the terms of which are stated in Annexure 24 of the company's written statement, pursuant to which the strike was called off with effect from the first shift on 5th March 1962. Under the terms of the settlement the management agreed (1) to make 110 workmen permanent from the existing strength of badli/casual/temporary workers with effect from 15th March 1962. (2) With regard to the demand for employment of a nucleus of wagon loaders it was agreed that in view of the agreement dated 30th October 1961, before the Court of Inquiry, the management shall engage within a month a nucleus of 21 wagon loaders, to whom regular work will be guaranteed, to be selected from among the existing wagon loaders in consultation with the union; the number of such a nucleus to be reviewed every quarter by the parties on the basis of a certain agreed formula. (3) In respect of Miners Sirdars it was agreed that out of the present non-working Miners Sirdars, who have less than 13 workers under them, the management shall provide suitable jobs by 16th March 1962 to 4 Miners Sirdars whose names would be communicated by the union to the management by 10th March 1962. Certain concessions were made with regard to the grant of bonus to the remaining non-working Miners Sirdars with less than 13 workers under them.

17. It was on these terms of settlement that the union agreed to call-off the strike with effect from the 1st shift on Monday the 5th March 1962. It was further agreed that the question whether the workmen would be entitled to wages for the period of strike would, by joint application under section 10(2) of the Industrial Disputes Act be referred for adjudication to an Industrial Tribunal.

18. The management in para 15 of its written statement has denied that the workmen were entitled to any wages for the strike period and the reasons stated by it are briefly as follows :—

- (a) The strike was unwarranted as the management was ready and willing to have the matter conciliated while the workmen of the Federation were eager to back the demand by concerted cessation of work which had upset the working of the colliery resulting in loss of production and other workmen being laid-off.
- (b) The conduct of the workmen during the strike was not conducive for early resumption of work. The management has stated that threats were used by the workers and the officials of the Federation towards the managerial staff and officers of the colliery. In the result, the management had to apply for protection to the Collector and the Superintendent of the Police by telegram (annexures 25 and 26).
- (c) During the strike, the workers indulged in slogans threatening the officers of the colliery and took out processions to create terror in the minds of the officers in order to make them submit to the union's unreasonable demands and consequently armed forces had to be posted at the colliery during the strike period.
- (d) As a result of the strike, the company had to resort to lay-off, resulting in reduced production to the tune of Rs. 1,20,000. The strike also inconvenienced other industries as well as Government departments to whom coal was supplied.
- (e) The strike was illegal being in violation of section 23(c) as it was resorted to in breach of contract during the period under which the settlement, viz., the agreement dated 30th October 1961, between the employers of the Coal Industry and their workmen, reached before the Court of Inquiry was in operation and one of the terms of the said agreement, item 2(iv), was that the employer shall engage a nucleus of wagon loaders. The management has filed a copy of the agreement reached before the Court of Inquiry as Annexure 27 to its written statement. In other words, the management has urged that the strike was illegal as one of the demands on which the workmen went on strike was with regard to the employment of a nucleus of wagon loaders, which matter was settled under the terms of agreement dated 30th October 1961 which was in operation. The management has stated that the strike was illegal under section 23(c) of the Industrial Disputes Act, 1947, as being in respect of a demand or matter covered by an existing agreement.
- (f) The strike was unjustified on merits, as, prior to the strike in the discussions that had taken place between the representatives of the management and the workmen, on the three demands which formed the subject-matter of the strike, the management had assured the representatives of the workmen that it would fill up the permanent vacancies at the earliest by completing the legal formalities as far as the first demand of filling permanent vacancies through bauls was concerned, by notifying the vacancies to the Employment Exchange under the Employment Exchange Act.
- (g) that the Federation had demanded permanent employment of bauls in an unreasonable manner without justification and without allowing the management to go through the legal formalities under the Employment Exchange Act.
- (h) that with regard to the demand for a nucleus of wagon loaders the management had assured the Federation that it would as early as possible, maintain the requisite nucleus of wagon loaders under the agreement of 30th October 1961 and, therefore, the strike was unjustified.
- (i) that the strike in respect of the third demand was unjustified as in the opinion of the management the Miners Sirdars were not workmen under the Industrial Disputes Act and, therefore, the demand of the Federation had no legal basis. Even assuming that the contention of the management was incorrect, there were other legal avenues open to the Federation to agitate this demand and a strike in support thereof was unjustified. It was stated that the action of the

Federation in resorting to a strike on this demand was coercive and was illegal because it had not resorted to the various processes of law for redress of their grievance before resorting to a strike; that the strike was contrary to the code of discipline.

- (j) that the demand for wages during the strike period or lay-off compensation was untenable in law and unreasonable and unjustified; that the workmen were not entitled to any relief by way of lay-off compensation under section 258(iii); that there should be no question of payment of wages for the period of the strike and that they were not entitled to any payment or compensation for the period of strike.
- (k) that the strike was not only illegal but unjustified as the management was prepared to settle the dispute expeditiously and make all efforts through the intervention of the conciliation machinery of Labour Inspector, Labour Commissioner and Conciliation Officer and was willing to have the matter conciliated even on the very day on which the Federation gave the strike notice but that the Federation had maintained an uncompromising attitude without any justifiable reason for that stand and, therefore, no settlement could be reached and that the strike was precipitated without giving a chance for the dispute to be settled through the conciliation machinery and without giving a chance to the management to comply with the provisions of the Employment Exchange (Compulsory Notification of Vacancies) Act; the management had submitted that if on the day the strike was threatened to take place the management had notified the vacancies and absorbed the workmen, it would have committed an act contrary to Law inasmuch as it would then have not complied with the provisions of the Employment Exchange Act.
- (l) that there was no justification for this hasty action of a strike by the Federation; that the strike was resorted to coerce the management into conceding the demand of the union.

19. With regard to the statement of the Federation the management has denied that the workers or the colliery went on a legal and justified strike. It has denied that it had kept many vacancies in the permanent cadre unfilled and that too by reason of absenteeism. It has also denied any unfair labour practice as alleged by the Federation and has denied the other allegations made in paras 5, 6, 7, 8 and 9 of the union's statement. The management has denied that the union had no other alternative except to call the strike and it has denied that its attitude was adamant. It has also denied that the workers' attitude during the strike was fair. The management has, therefore, stated that the workmen were not entitled to any wages for the strike period.

20. This written statement of the company dated 1st October 1962, was forwarded to the union which it received on 6th October 1962, and in its rejoinder to it dated 16th October 1962, the union has stated that the statement of the company was received by it about 4 months late as the company should have filed its written statement within two weeks of the date of the order of reference under Sub-rule (1) of Rule 10A of the Industrial Disputes (Central) Rules 1957. The union has, therefore, urged that the written statement of the company should not be accepted and this Tribunal should reject the same and proceed with the case as if no statement was filed by the company. This contention was also urged by Shri Gulab Gupta at the hearing. Shri Gulab Gupta has conceded that under the proviso to Rule 10A(1) the Tribunal has the power to extend the time limit for filing the written statement by either party. That proviso is as follows :—

"Provided that where the Labour Court, Tribunal or National Tribunal, as the case may be considers it necessary, it may extend the time limit for filing of such statement."

But what Shri Gulab Gupta has argued is that the Tribunal cannot condone delay; that under the rules whilst it has the power to extend time for filing of the written statement, it has no power to condone delay which has already occurred. In my opinion there is no substance in this contention. The only order that the Tribunal has passed is on the application of the company dated 1st October 1962, in which it asked for extension of time by 4 days to file its written statement and I extended the time by 4 days as prayed. Prior to that by this Tribunal's notice dated 17th September 1962, the company was asked to file its written statement in reply by 30th September 1962. In effect the order extended the time for filing the written statement by 4 days and the company's written statement dated 1st October 1962, was received in the Tribunal's office on 4th October 1962. There

has been no condonation of delay. Even otherwise, I do not think that even on that ground the company's written statement should be rejected, and the company prevented from urging the grounds stated in its written statement. In my opinion, the workmen have not been prejudiced in any manner by this statement having been filed on 4th October 1962, instead of by 30th September 1962. It may also be stated that the union has, by its rejoinder of 16th October 1962, replied in detail to the written statement of the Employer Company. I, therefore, reject this contention of the union, as being without substance.

21. In its rejoinder dated 16th October 1962, the union has denied the various allegations made by the company and has put the company to proof of the same. In the rejoinder also the union has reiterated that the strike was legal and justified and it has enumerated 10 reasons or grounds in support thereof. The union has denied that the striking workers had gone to the colliery workshop and other places or had coerced the workers to go on strike. It is stated that no striking workmen ever went near the colliery premises and there was no occasion to coerce any one. The union has, therefore, prayed that full wages for the strike period be awarded to the workmen. I may state that at the hearing on 19th October 1962, the union filed a list of 18 letters, mainly those addressed by the union to the management, as documents on which it relied. The company filed a reply dated 10th November 1962, to this rejoinder in which it has pointed out that there was no Tribunal in charge of this case from the date of the Indore Tribunal vacating its office and the transfer of the dispute to this Tribunal; that immediately this dispute was transferred to this Tribunal the management applied for time for filing the written statement and has filed the same within the time granted by the Tribunal. The management has stated that the grounds urged by the union to validate and justify the strike were all incorrect. It has stated that it is not true that the strike was resorted to after exhausting all avenues of settlement and it has stated that the union had continued the strike even during the pendency of the conciliation proceedings without allowing them to be completed. It has further denied that it was necessary for the company to obtain a declaration from the Regional Labour Commissioner that the strike was illegal. For the rest there is a repetition of the statements made in the company's written statement and the denial of the various allegations made by the union in its rejoinder.

22. The dispute was thereafter heard at Jabalpur on 29th and 30th March 1963, and by consent was adjourned for hearing at Bombay on 8th April 1963, and the hearing concluded on 11th April 1963. At the hearing before me both the parties led oral evidence. The union examined Shri Ramniklal Wagji, Secretary of the Madhya Pradesh Colliery Workers' Federation and the Secretary of the branch union of the Federation at Chirimiri (W.W.I). The company, on the other hand, examined the Additional Manager of the Colliery, Shri D. A. Jankar, who, at the time of the strike in question was the manager of the colliery (E.W.-1).

23. At the hearing both parties filed a number of documents, mainly consisting of the correspondence and documents annexed to their respective written statements, to which I have already referred. I have also had the benefit of detailed submissions made by the representatives of both the parties.

24. Before dealing with the merits of the dispute, it is necessary to state the position in law as to when payment of wages to workmen for the period of strike would be justified. In this case it is admitted by the Union that the cessation of work that took place in this colliery from 23rd February, 1962 to 4th March, 1962, was a strike. The union's case is that the strike was a legal strike and was also a justified one. The union has further in para 10 of its written statement stated that the strike was the only alternative against the unfair practices of the employer as anything else would have put a premium on the malpractice of the employer.

25. The first question that I would like to consider is whether the strike was a legal one. The management has contended that the strike was illegal under section 24 of the Industrial Disputes Act, 1947 being in violation of the provision of section 23(c), for the reason that one of the three demands, viz. the demand for employment of a nucleus of wagon loaders over which the strike was staged by the Union, was covered by the industry-wise agreement which was then in force reached before the Board of Enquiry presided over by Shri L. P. Dave, on the question of the employment of contract labour in the coal mines. In my opinion, this contention has no justification because the demand by the Federation was for the employment of a nucleus of wagon loaders in the Chirimiri Colliery and it would be too far-fetched to connect this demand with the industry-wise agreement reached before the Court of Inquiry regarding the employment of contract labour in coal mines. In this connection, Shri Gulab Gupta has

relied upon the decision of the Division Bench of the Bombay High Court, (Chagla, C. J. and Dixit, J.) in the case of Poona Mazdoor Sabha (1956 II LLJ p. 319), in which their Lordships held that the only settlement which could be binding on the parties is the settlement in conciliation proceedings held under section 12 of the Act. Shri Gulab Gupta contended, and I think, quite rightly that the agreement reached before the Court of Enquiry regarding employment of contract labour in coal mines was not a settlement as contemplated by Section 23(c) of the Act nor could the claim for the employment of a nucleus of wagon loaders in this colliery be said to be covered by the industrywise agreement reached before the Court of Enquiry. It was not a settlement as defined by Section 2(p) of the Act, read with Central Rules Nos. 58 and 75, Shri Narayan-swami, the learned counsel for the company, raised this and he, therefore, in his address conceded that there was not much substance in this contention of the company. Except for this reason the management has not advanced any other reason for holding the strike to be illegal. A strike in order to be illegal must be illegal under the provisions of section 24 of the Industrial Disputes Act. It is not established in this case by the company that in resorting to the strike, the workmen had acted in contravention of the provisions of section 23 of the Industrial Disputes Act. I, therefore, hold that the company has failed to establish that the strike was illegal.

26. The next question to be considered is whether the strike was justified. Now, the circumstances under which a strike can be held to be justified and for which payment of wages can be awarded, are stated by the Hon'ble Supreme Court in the case of Chandramalai Estate, Ernakulam and its workmen and another (1960 II LLJ. p. 243). One of the issues that directly arose for determination in that case was when the workmen would be entitled to wages for the period of the strike and Their Lordships observed as follows:—

"While on the one hand, it has to be remembered that strike is a legitimate weapon and sometimes unavoidable weapon in the hands of labour, it is equally important to remember that indiscriminate and hasty use of this weapon should not be encouraged. It will not be right for labour to think that for any kind of demand a strike can be commenced with impunity without exhausting reasonable avenues for peaceful achievement of their objects. There may be cases where the demand is of such an urgent and serious nature that it would not be reasonable to expect labour to wait till after asking the Government to make a reference. In such cases, strike even before such a request has been made may well be justified."

Their Lordships on the facts of that case held that the demands on which the strike was resorted to were not of such an urgent nature that the interests of labour would have suffered irreparably if the procedure prescribed by law for settlement of industrial disputes through industrial tribunals, were resorted to. Their Lordships observed that after all, it is not the employers only who suffers if production is stopped by strikes. Their Lordships further held that the concerned workmen might well have waited for sometime after the conciliation efforts failed before starting the strike and in the meantime to ask the Government to make a reference. Their Lordships having held that as the strike in question did not fulfill these requirements it could not be held to be justified and the workmen were not entitled to strike wages.

27. In the case of India Marine Services Pvt. Ltd., and their workmen (1963 I LLJ p. 122 at p. 125), Their Lordships of the Supreme Court, have observed as follows:—

"It is true that the strike was intended to be a token one, but the object of that strike being to circumvent settlement in an amicable manner even though the company was ready for such settlement, there is no doubt that the strike was unjustified."

28. Shri Gulab Gupta for the Union had relied upon on the following cases:—

the award of the Industrial Tribunal, West Bengal in the case of—

(1) F.W. Heilgers & Co. Ltd., and their workmen (1950 LLJ. p. 231).

(2) Ambica Jute Mills and their workers (1954 I LLJ. p. 835).

(3) award of the Industrial Tribunal, Ernakulam in the case of Union Tile Works, Chengamanad and their employees (1954 II LLJ p. 103) and

(4) the decision of the Labour Appellate Tribunal in the case of Dalmia Cement (Bharat) Ltd. and their workmen (1955 II LLJ. p. 466).  
 (5) Award of Industrial Tribunal Ernakulam reported at 1954 I LLJ. p. 858.

29. In my opinion, on facts these cases can easily be distinguished from the present case and with respect, these decisions are no longer good law in view of the discussion of the Hon'ble Supreme Court in the case of Chandramalai Tea Estate, Ernakulam and in the case of the Indian Marine Service Private Ltd., and their workmen, referred to earlier.

Shri Gulab Gupta has argued that the strike must prima facie be considered to be justified and he has argued that where the strike is not illegal and prima facie justified the striking workmen are entitled to wages for the period of the strike. In support of this, he has relied upon the judgment of the Supreme Court in the case of Swadeshi Industries Ltd., and its workmen (1960 II LLJ page 78), but that was a case relating to the dismissal of a large number of workmen for having participated in a strike which was resorted to in an attempt to induce the company to agree to the demand or at least to open negotiations. In that case the question was whether the dismissal of a large number of workmen for participating in such a strike could be held to be justified. On the facts that case can easily be distinguished from the present case. In the instant case, I am not satisfied that it can be said that the strike must prima facie be considered justified. As I have shown the strike action was precipitated and this case in my opinion would more appropriately be governed by the decision of the Hon'ble Supreme Court in the case of Chandramalai Estate and their workmen (1960 II LLJ. p. 243).

Shri Gulab Gupta has also referred to the case of the Indian General Steam Navigation and Railway Company Ltd., and its workmen (1960 I LLJ. p. 13). I fail to see how that decision can help him. That decision is an authority for the proposition that a strike which is illegal can never be held to be justified. Besides, that also was a case arising out of the dismissal of workmen for participating in a strike and the facts of that case were quite different from the facts of the instant case to which in my opinion the judgment of the Hon'ble Supreme Court in the Chandramalai Estate can more appropriately be applied.

30. Whether a strike is justified or not is a question of fact and would depend upon the facts and circumstances of each case. It is, therefore, necessary now to turn to the facts and circumstances which led to the strike.

31. The strike, as I have already noticed earlier, was over three demands made by the union viz. (1) the making permanent of badli and casual workers (2) employment of a nucleus of wagon loaders and (3) in respect of Miners Sirdars. It will be necessary, in my opinion, to trace the history of each demand. I shall first deal with the first demand. The important thing to note about this demand is that it was first raised by the union by its letter, dated 29th July, 1960 (Annexure 1 to Union's written statement) and thereafter by its letter of 31st March, 1961 (Annexure 8 to the company's written statement) in which the union had stated that the management, in order to snatch away the rights and privileges of permanent workers, had adopted the policy to recruit persons for a month or so and on the expiry of that the company was letting them off and re-employing them. The union had called upon the company to stop this system and to make these casual labourers permanent. The management in its reply dated 4th April, 1961, stated that it did not understand what was meant by employment of casual labourers in permanent jobs and that there was evidently a misconception in the mind of the union and that if the union were to cite specific cases it would be able to explain matters. Thereafter by its letter dated 26th May, 1961 (Annexure 10), the Federation raised an industrial dispute over 10 demands. The letter was addressed to the Conciliation Officer (Central). Demand No 4 therein was for making permanent the casual and badli labour force which the union then estimated at 300. It appears that conciliation proceedings were held over these demands and during conciliation proceedings on 4th July, 1961, the Union, very curiously, withdrew all the demands it had referred to conciliation by its letter, dated 26th May, 1961, including the demand No. 4, which was for making the badli and casual workers permanent. The union's witness, Shri Ramniklal Wagji, Secretary of the Federation, who was also the Secretary of the branch union of the Federation at the Chirimiri Colliery (W.W. 1) in his examination-in-chief before me on 8th April, 1963, stated as follows:—

"Thereafter the matter was taken up for conciliation and discussions took place before the Conciliation Officer (Central), Jabalpur, on 4th

July, 1961. There were in all 10 demands which were discussed before the Conciliation Officer of which one related to the employment of casual and badli workers. I had attended the conciliation proceedings at Jabalpore representing the workers' union. On behalf of the management Shri D. R. Bhagwat, then Labour Officer and now the Chief Personnel Officer, Shri K. B. Sharma, the Personnel Officer at the Head Office, had appeared in the conciliation proceedings. Shri Gulab Gupta had also represented our union. With regard to the demand relating to the badli and casual workers, the representatives of the management stated that they were not competent to give any assurance on behalf of the management and that this matter could only be taken by the General Manager. On this statement by the representatives of the management, the union withdrew all the demands under conciliation."

32. From this narration of facts, it is clear that the demand for making permanent the casual and badli workers of this colliery had been raised for the first time in July, 1960, and had been withdrawn in the conciliation proceedings held on 4th July, 1961. I may here state that I find it extremely difficult to accept the union's suggestion that all these demands, including the demand No. 4, which later became the main ground for which the strike was resorted to, had been withdrawn for the reason that the two officers who had represented the company at the conciliation proceedings had no authority to settle the demand for making the badli and casual workers permanent. Even if that was really the reason, surely the union cannot escape the adverse legal consequence—to it of the withdrawal of these demands—including the demand for making badli workers permanent—at conciliation proceedings. Shri Narayanaswami, has pointed out that Shri D. R. Bhagwat, the then Labour Officer and later the Chief Personnel Officer of the company, was one of the signatories to the agreement in conciliation reached on 4th March, 1962, by which the strike was ultimately withdrawn.

33. Another important thing to note is that thereafter this demand was not raised again till 13th February, 1962, i.e. almost 7 months 10 days after the demand was withdrawn and more than a year after the demand was first made. It is admitted that on this specific subject of making badli and casual workers permanent no letter was addressed by the union thereafter till February 1962, though certain letters were addressed for payment of certain allowances to badli and casual workers. See letters dated 12th July, 1961, 4th October, 1961, 12th October, 1961, 28th November, 1961 and 30th November, 1961 (forming part of the 16 letters filed by the Union). The union's explanation for this is that during all this time there was no opportunity to the union officials to meet the General Manager who stays at Nagpur. It is, however, admitted that during this period the General Manager of the company had visited the colliery at least on one occasion, but it is admitted that no efforts were made by the union during that visit of the General Manager to the Colliery to contact him to discuss this demand. I am of the opinion that the Union has not been able to offer any satisfactory explanation as to why this demand, for making the badli and casual workers permanent, having been withdrawn in conciliation proceedings on 4th July, 1961, was not again raised till 13th February, 1962. Nor am I satisfied that this demand had been discussed between the parties during this period.

34. It is further significant to note that this demand was resuscitated on 13th February, 1962, only after a cessation of work had taken place at the colliery on 12th February, 1962. According to the company, at the commencement of the 3rd shift on 12th February, 1962, the locoman who was to have worked as a loco-poleman on one of the locos absented himself from work and another loco-poleman who was to work as loco-guard in that particular shift in the same loco, was asked to work as a locoman so that a badli worker, in the place of the absent locoman, should be engaged as a locoguard. This instruction was given having regard to the more responsible nature of the poleman's job. The concerned loco-poleman not only disobeyed the order of the superiors but also invited other workers to abstain from work. This led to complete stoppage of work. According to the management, this incident was due to the concerted action of the workmen under directions issued by the union. The raising was thus paralysed because the loco-guard in the succeeding 1st shift on 13th February, 1962, also refused to work. It is admitted that thereafter on 13th February, 1962, the officers of the colliery called on the President and Vice-President of the Federation, at the Federation's office at Chirimiri, in connection with the cessation of work, when the union officials raised the old question of making the badlis permanent. The discussions were, however, adjourned to 18th February, 1962, but in the meantime, directions were issued by the Federation officials to the workmen to resume work and work was resumed in the colliery at 1 p.m. on 13th February, 1962. According to the management, this had resulted in the

stoppage of work at the colliery for over 6 hours, but according to the union, the stoppage of work was for lesser number of hours. Whatever be the duration of this cessation, and the cause thereof there is no doubt that when the union again raised the question of the employment of badli and casual workers on 13th February, 1962 (more than seven months after the demand had been withdrawn by it in conciliation proceedings on 4th July, 1961), it was preceded by a cessation of work in the colliery. It is further significant and it is admitted that in the discussions on 18th February, 1962, the union officials for the first time raised two fresh demands, viz., the maintenance of a nucleus of wagon loaders under industry-wise agreement, dated 30th October, 1961, before the Court of Enquiry, and the demand that the Miners Sirdars should be treated as workers. No settlement was possible. According to the management on 18th February, 1962, in the morning shift, before the discussions were held, the casual and badli workers refused to do work evidently with a view to lend pressure on the management to concede the demands which the union had made. The then Manager of the colliery, Shri D. A. Jamkar (E.W. 1), who had attended the meetings between the union officials and the officers of the company held on 13th February, 1962, and 18th February, 1962, has, in his evidence, given a detailed account of what had transpired at those meetings. It appears that at the meeting on 18th February, 1962, Shri Gulab Gupta, had demanded that 169 workers should be made permanent immediately which included 35 piece-rated labourers. The company, however, offered that it would make 70 badli workers permanent immediately after fulfilling the requirements of the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959. It was then that two other demands viz., relating to the Miners Sirdars being recognised as workmen and the employment of a nucleus of wagon loaders were raised. The management could not agree to those demands and the discussions ended without a settlement being reached.

35. It appears that on 19th February, the loco crew did not report for work and the work in the colliery came to a standstill. According to the manager of the colliery (E.W.1), he and Shri Gulati, the Agent of the colliery contacted Shri Gulab Gupta and appealed to him that whilst the parties were discussing with a view to find a solution to end the dispute, it was not proper for the workmen to resort to a strike. Some discussions followed and it appears that Shri Gulab Gupta demanded that 125 badli workers should be made permanent. The management offered to make 105 workers permanent and stated that it would be referring the question to the Head Office at Nagpur as it had already agreed to more badli workers being made permanent than was justified and a telegram sent to the Head Office appeared to have been drafted and shown to Shri Gulab Gupta at the meeting. Thereupon, Shri Gulab Gupta, advised the workers to call off the stoppage of work and the work commenced again at 1-30 p.m. It appears that thereafter on 20th February the management received a letter, dated 19th February, 1960, from the Federation. The letter was written by Shri Gulab Gupta, the Vice-President of the Federation (Annexure 12 to the company's written statement). The letter, I think, should be quoted in full. It was as follows:—

Regd. No. 177

Affiliation No. 503.

Grams: "FEDERATION".

CHHATTISGARH COLLIERY WORKERS' FEDERATION

(I.N.T.U.C.)

Central Office, Chirimiri, M.P.

REF: No. CH/1/626.

Dated, the 19th February, 1962.

The Manager,  
Chirimiri Colliery.

Dear Sir,

Kindly refer to various demands put forward by this Federation for your kind consideration and our mutual discussion on them since last 2 or 3 days. It is unfortunate that we have not been able to settle any issue.

We, however, feel that all the issues are very serious and are pending since long and need immediate settlement. I have, therefore, to request you to kindly request your General Manager to pay a visit to the Colliery immediately and settle all the issues.

In case nothing is done to settle these demands before the beginning of the third shift on 22nd February, 1962, workers of your Colliery would resort to some suitable action at your cost and consequences.

Thanking you,

Yours faithfully,  
 (Sd.) GULAB GUPTA,  
 Vice-President.

C.c. to The Labour Inspector (Central), Chirimiri.

36. It will be noticed that on 19th May, 1962, the union was giving 3 days notice to the company to concede its three demands failing which it threatened to resort to "some suitable action" from the 3rd shift on 22nd February, 1962. The management replied to this letter on 20th February, 1962, stating that with regard to the demand for employment of badli workers in permanent vacancies, it had already assured the union that it will fill up all the permanent vacancies after going through the legal formalities to be followed under the Colliery Employment Exchange Rules, but the union was all along insisting on permanent employment of a certain number only, and that too without allowing the management to go through the requirements of Employment Exchanges (Compulsory Notification of Vacancies) Act. I am of the opinion that the grievance of the management was justified. The management stated that it would not be to anybody's interest to keep more workers than are required for the business. With regard to the second demand, the management stated that it had assured the union that it would maintain a nucleus of wagon loaders as per the agreement before the Court of Enquiry, dated 30th October, 1961. With regard to the third demand, the management stated that it could not agree that the Miners Sirdars were workmen. The management concluded the letter by stating as follows:—

"We can assure you that all legal and just demands will be met but we do not understand your attitude in asking us to settle such demands as have no basis in law. It is a pity that you have threatened the management that workers would resort to suitable action if nothing is done to settle these demands before the beginning of the third shift on 22nd February, 1962. As a matter of fact the loco-drivers, at your instance, had absented themselves in the 1st shift on 19th February, 1962 and brought to a stop all raising work. Consequently certain categories of workers had to be laid off. The loco-drivers, who had wilfully absented in the morning, resumed duty under your advice at 1 p.m. after we had provisionally settled the matter concerning badli workers.

In view of our assurances to you and other federation officials it is hoped you will desist from your contemplated action and see reason, otherwise the consequences of your ill-advised action will rest on you and the Federation".

Copies of this letter were forwarded to the Regional Labour Commissioner (Central), Jabalpur, The Conciliation Officer (C), Jabalpur, The Labour Inspector (C), Chitimiri and to the Head Office of the company at Nagpur. The management also on 21st February, 1962, addressed a letter to the Labour Inspector (Central), Chirimiri, stating the facts of the case and after referring to the Federation's letter of 19th February, 1962, asked him to intervene in the dispute at the earliest. The management also telegraphically asked the Conciliation Officer, Jabalpur, to intervene in the dispute (item 40 to exhibit E-13). On the next day, i.e. 22nd February, the company sent another telegram to the Regional Labour Commissioner at Jabalpur, asking him to fix conciliation proceedings before 21 hours that night. On 22nd February, 1962, also the management sent a telegram to the Conciliation Officer (Central), Jabalpur, asking him to intervene and fix conciliation immediately (annexure 42 to Exhibit E-13). These telegrams and letters without doubt show the management's anxiety to get the dispute settled through the intervention of the Government conciliation machinery.

37. Before I proceed further I may state that the annexures to the written statement of the management have been filed in these proceedings as part of exhibit E-13 collectively.

38. To proceed, on 22nd February 1962, there were discussions between the parties with the Labour Inspector, Chirimiri, but no settlement could be reached. According to the management, the union was demanding employment of badlis

according to their own arbitrary estimate and without justifying the number it demanded; that the Federation demanded recognition of Miners Sirdars as workmen and also demanded an increase in the number of workmen working under them to enable them to get what the union called minimum wages; that the Federation asked for the company's definite reply of "yes or no" to the said demand before 10 A.M. on 23rd February 1962. The management felt that it had already yielded too much on the question of absorption of badlis in temporary vacancies, and in its opinion the demand relating to Miners Sirdars had no basis and, therefore, it refused the same. All the same, the company called upon the Federation to justify its demand and to explain the basis on which it had put forward its claim and the company promised to look into this separately.

39. It is admitted that on 23rd February 1962, all the locomen in the 2nd shift applied in writing for three days earned leave. The same reason of "some urgent work" was stated for the leave by all the ten locomen and the union has not denied that all the ten applications (exhibit E-3 collectively) were written by the same hand. The leave was refused, but the locomen refused to accept the intimation of refusal. According to the management the locomen thereupon abstained from work and they did so collectively and in concert, which according to the management amounted to a strike as defined by section 2(q) of the Industrial Disputes Act. The management has stated that as a result of the illegal strike, it was compelled to lay-off the underground workmen connected with the raising except those connected with safety and all the workmen on the surface (at the screen) who were connected with the despatch of coal could not be given employment (see company's lay-off notice—Annexure 17). The management has stated that at the 3rd shift on 23rd February 1962, the locodrivers and loco-men came for work but did not commence work at the usual time and the management was, therefore, compelled to lay-off both the under-ground and surface workmen (see annexure 18). According to the management, on 24th February 1962, the permanent way mazdoors also struck work refusing to go on with their normal jobs, with the result that other categories of under-ground and surface workers had to be laid-off (see annexure 19). It is admitted that on 24th February 1962, Shri Gulab Gupta, addressed a letter to the management protesting against the lay-off notices. According to him the Company could not issue lay-off notices to workmen on strike. In his letter, Shri Gulab Gupta, stated as follows:—

"The fact is that the workers of this colliery are on a legal and justifiable strike since yesterday 2nd shift and have not reported on duty. This strike should have commenced from the third shift of 22nd February, 1962, but was delayed because parties were negotiating a settlement. It is unfortunate that we could not reach a settlement because of your adamant and unreasonable attitude. We strongly protest against your attitude and wish to communicate to you that it will create unrest and not benefit anyone."

We again emphasize that all the demands of the workers are just and legal and they have resorted to strike after having attempted all modes of settlement. Under the circumstances, the strike is not only for the fulfillment of demands but also in protest of your unreasonable attitude. As such, the strike is perfectly legal and justified and is continuing at your cost and consequences.

I still hope that wisdom will prevail on you and you would agree to accept the legal and justified claim of the workers".

40. The Labour Inspector intimated to the management and the Federation that he would hold conciliation proceedings over the three demands of the Federation in his office at Chirniri on 24th February 1962 and he requested the parties to attend the conciliation proceedings. These conciliation proceedings also ended in failure. The union's witness (W.W.I.) has stated that the discussions at these conciliation proceedings lasted for 7 hours at the end of which a draft agreement of settlement was drawn up. The union had accepted then the figure of 120 casual and badli workers being made permanent. According to this witness this figure was arrived at on the suggestion of the Labour Inspector. But the manager of the colliery who attended the conciliation proceedings did not sign the draft agreement of settlement, as he wanted to consult Shri Gulati, the Agent of the Colliery. The proceedings were, therefore, adjourned to the following day i.e. 25th February 1962. The next day the manager of the colliery, Shri Jamkar, met the representatives of the union at the Labour Inspector's office in the morning and told them that the agent was not agreeable to sign the draft agreement of settlement. He (W.W.I.) further stated that the manager was not prepared to accept the union's suggestion to settle

the dispute by reference to arbitration. The version of the company's witness (E.W.I) on these discussion is different.

41. Be that as it may, on 26th February 1962, the Conciliation Officer (Central), Jabalpur, came to Chirimiri and initiated conciliation proceedings. According to the management, during the conciliation proceedings on 26th February 1962, Shri Pande, Conciliation Officer, asked the parties whether they were prepared to go to arbitration or were agreeable to making a joint application to Government for reference of the dispute to adjudication before a Tribunal under section 10(2) of the Industrial Disputes Act. According to the union's witness (W.W.I), no such suggestion was made by the Conciliation Officer, Shri Pande, during the conciliation proceedings on 26th February 1962, but such a suggestion was made by him only during the conciliation proceeding on 3rd March. The employer's witness, Shri Jamkar, the Manager of the Colliery, has on the other hand, stated that on 26th February 1962, at Chirimiri during conciliation proceedings, Shri Pande had asked the parties whether they were prepared for arbitration or a joint reference under section 10(2) of the Industrial Disputes Act to an industrial tribunal; that the management had stated that it was not agreeable to arbitration but was willing for a joint application u/s. 19(2), but that the union had insisted on reference to arbitration and had refused to accept a joint reference u/s. 10(2). The union's witness (W.W.I) has stated that Shri Pande, the Conciliation officer, had not asked the parties on 26th February 1962, whether they were prepared for arbitration or a joint reference to adjudication. On this point I am inclined to accept Shri Jamkar's evidence as more probable. It is admitted that the conciliation proceedings held at Chirimiri on 26th February 1962, did not result in a settlement and that thereupon the conciliation proceedings were postponed to be held at Jabalpur on 3rd March 1962. The conciliation proceedings on 3rd March 1962, resulted in parties reaching a settlement under the terms of which the management agreed to make 115 of the casual and badli temporary workers permanent from the existing strength with effect from 15th March, 1962. Settlement was also reached on the other two demands, viz. the demand for employment of a nucleus of wagon loaders and the demand in respect of Miners Sirdars. It was also agreed that the question whether the workers were entitled to wages for the period of the strike should be jointly referred for adjudication to a Tribunal. On these terms of settlement being agreed upon, the strike was called off with effect from the first shift of Monday, 5th March 1962.

42. After an anxious consideration of the oral and documentary evidence on record, I am not satisfied that on the facts and circumstances of the case it can be held that the strike was justified. Before a strike can be held to be justified and wages awarded for the period of the strike it was satisfactorily be established by the union that there was such an urgency over the demands over which the strike was staged that if the strike was not resorted to the workers would suffer irreparable loss in respect of these demands. In my opinion there was no such urgency in respect of any one of the three demands over which the strike was staged. Now, the main demand, over which the strike was resorted to related to the making permanent of badli and casual workers. This demand had been raised by the union for the first time in July 1960 and as I have stated earlier, this demand, along with 9 other demands, was withdrawn by the union during conciliation proceedings held on 4th July 1961. Thereafter, for long 7 months the union did not take up the question again, till it raised it during the discussions with the management on 13th February 1962. The Union's case is that in the meantime the position had become aggravated and that when it made the demand by its letter dated 31st March 1961, only about 300 badli and casual workers were being employed by February 1962, the colliery was employing a much larger number of badli and casual workers, whose number Shri Gulab Gupta stated had swelled to about 450. There is, however, no evidence on record to accept this figure. Shri Gulab Gupta has argued that each of these 450 workmen was provided with employment for about two to three days in a week only and they, therefore, were living on starvation wages, which constituted the "social problem" of 1962 at the colliery. I am not impressed by this theory of the "social problem" of not providing full employment to the alleged 450 badli and casual workers, justifying the union having resorted to the strike. It is significant to note that the threat of the strike was conveyed to the management for the first time by the union's letter of 19th February 1962, in which Shri Gulab Gupta, the Vice-President of the Federation, stated that unless the three demands referred to above were conceded by 22nd February 1962, the workmen would resort to, "suitable action". It is worthy of note that the expression used was that the union would resort to "suitable action". It is noteworthy that in the discussions that took place on 18th February 1962, Shri Gulab Gupta had demanded that 169 workers should be made permanent, immediately which included 35 piece-rated labourers. The company offered to make 70 badli workers permanent

immediately after fulfilling the requirements of the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959. It is further significant that the other two demands were raised by the union only during the discussions on 13th February 1962. They were made in writing only by the union's letter of 19th February 1962. Therefore, the union was giving less than 10 days' time to the management to concede these two new demands. It is further significant that on 19th February 1962, during discussions between the parties, Shri Gulab Gupta, demanded that 125 badli workers should be made permanent and that the management offered to make 105 badli workers permanent and the management stated that they would refer the question to the Head Office for confirmation and it does appear that a telegram was then drawn up which was shown to Shri Gulab Gupta, upon which Shri Gulab Gupta advised the loco crew to call off the strike which had commenced earlier on the same day, i.e., on 19th February 1962. Whilst these discussions were going on the union addressed its strike notice of 19th February. The strike notice in the shape of suitable action was issued in respect of all the 3 demands without inviting conciliation proceedings. The only thing that the Union did was to endorse a copy of the letter to the Labour Inspector (C) Chirimiri. I am more than satisfied, and this is completely established by the telegrams and letters from the company to the Conciliation Officer and the Labour Inspector, that the management was most anxious that the dispute should be settled through conciliation. This is also borne out by the management's letter dated 20th February 1962, in reply to the Union's letter of 19th February 1962. From the documentary and oral evidence on record, I am more than satisfied that in this case it was the management that was most anxious to utilise the conciliation machinery in order to bring about a settlement, but that the union was more intent on resorting to direct action without giving a chance to the Government conciliation machinery to mediate. I am not at all satisfied that the circumstances were such that unless the union had resorted to the strike, the workmen would not have been able to get their just grievances redressed. It is significant to note that by the date the strike was resorted to, the management was offering to make 105 badli workers permanent whilst the union was insisting on 120 badli workers being made permanent and that ultimately under the agreement of 3rd March 1963 (annexure 24), the union agreed to accept 110 badli workers being made permanent with effect from 15th March 1962. On these facts, with regard to the first demand, I do not think that the union's claim that it was justified in having resorted to direct action of a strike can be upheld.

42A. With regard to the other two demands, I have not the least doubt, that the union denied sufficient opportunity for these demands to be discussed at the conciliation level before the strike. There was also no justification in the union not agreeing to these demands being referred to an Industrial Tribunal for adjudication. The demands were not of such an urgent nature as to cause the workmen irreparable loss if the same had been referred for adjudication to a Tribunal. It must be remembered that these demands were first raised during discussions with the management only on 13th February 1962 and that a written demand with regard to them was included in the Union's letter of 19th February 1962 which contained the threat of suitable action commencing from the 3rd shift on 22nd February 1962. In my opinion the Union unnecessarily precipitated action on these two demands also. The strike in support of these two demands must also be held to be unjustified.

43. I must here notice an argument which was vehemently stressed by Shri Gulab Gupta and the argument was that in the absence of the General Manager coming to Chirimiri, there was no prospect of a settlement being reached. The union both in its written statement and as the hearing has stated that the General Manager of the colliery, Shri Saran, was then preoccupied in entertaining the public of Nagpur by playing tape-recorded discourses on the Gita, rather than come to the colliery at Chirimiri, to settle the dispute. The management has, in its written statement characterised these remarks as being in bad taste, and it has stated that the playing of the tape-recorded discourses on the Gita was done by Shri Saran during his leisure hours. I am inclined to agree with this and I think the union was unnecessarily making undignified and unjustified personal attack against the General Manager. It is significant to note that when the final settlement was effected on 3rd March 1962, at Jabalpur, the management was represented by the Manager of the colliery and its Agent, who had initiated and attended the earlier conciliation proceedings at Chirimiri held by the Labour Inspector and the Conciliation Officer (Central), Jabalpur.

44. I am more than satisfied that the management was acting wrongly and against the provisions of its certified standing orders in keeping a larger number of badli and casual workers than was necessary and that it was wrong and unjustified in employing them for work on jobs of permanent nature, and that

the union had a just grievance in the matter. But the question that falls for decision in this reference is not whether the management was justified in keeping such a large number of badli and casual workers or not; the question is whether on the facts and circumstances which existed on the date of the commencement of the strike or even the date on which the union served its strike notice, the action of the workmen in resorting to the strike can be said to be justified, so as to entitle them to be awarded wages for the strike period.

45. I am satisfied that in this case there was not such an urgency in resorting to a strike in support of these demands. I also think that Shri B. Narayanswami, the learned counsel for the management, was right when he stated that in resorting to the strike the union had violated the code of discipline which requires that no lock-out or strike shall be resorted to without notice. The Federation by its letter to the Manager of the Colliery dated 19th February 1962 had stated that unless the three demands were conceded the workmen would resort "to suitable action from the 3rd shift on 22nd February 1962." That was not a notice of strike; a "suitable action" need not necessarily be a strike. Shri Narayanswami was, therefore, right when he stated that the strike was resorted to without proper notice contemplated under the code of discipline. I am also inclined to agree with Shri Narayanaswami that the union in its hurry to precipitate the strike was not serious utilising the conciliation machinery as also required by the Code of Discipline. It is significant that upon receipt of the notice from the union of "suitable action" being taken from the 3rd shift on 22nd February 1962, it was the management who made frantic appeals—even telegraphically—to the Labour Inspector and the Conciliation Officer to initiate the conciliation proceedings and that it was not the union that was anxious to initiate conciliation proceedings. I am also satisfied that the management even from 13th February, 1962, till the strike was resorted to, made every effort to reach a reasonable settlement. Its anxiety was to prevent the cessation of work and placate the Union and this is borne out by the fact that it did not penalise the workmen for the cessation of work that had been taken place at the colliery on the 13th and 19th of February but at the request of the union paid the workers for those cessations, one of which had lasted for almost a whole shift.

46. Shri Gulab Gupta has argued that the fact that the management did not make any application under the Coal Mines Bonus Scheme to the Regional Labour Commissioner for declaring these cessations of work, in particular the strike in question i.e., from 23rd February, 1962, to 3rd March, 1962, illegal, showed that the strike was both legal and justified. I do not think any such adverse inference with regard to the justifiability of the strike can be drawn against the management. The management may not have made the application to declare the strike illegal, because it was at that stage anxious to placate the union and dissuade it from resorting to a strike. With regard to the strike in question the company having agreed to refer the question of payment of wages for its duration to a Tribunal for adjudication could not possibly also have made an application for it to be declared illegal under the Coal Mines Bonus Scheme. I think that there is also some substance in the management's grievance that the union at no stage was able to furnish particulars of the badli workers who it claimed should be made permanent, though called upon to do so by the management. The union's witness (WW1) had to admit that the union had not furnished to the management specific instances of non-payment of proper dues to badlis and casuals as requested by the management (see page 12 of the evidence of WW-1). In its letter to the Secretary of the union dated 17th February, 1961, (copy of which is annexure 7 to the company's written statement), one of the grounds on which the union had sought to justify the strike was that between the 13th and 18th February, 1962, the company had stopped giving badli work to union members. But there is not a piece of corroborative evidence in support of this oral statement of the Union's witness. The union has not even given the names or list of badli workers who were stopped from work between 13th and 18th. The union did not even write to the company complaining about this, and the union's witness (WW1) in cross-examination at page 10 has admitted this. One would have expected the Union to have put such an important fact in its favour on record by a letter and in the absence of any such contemporaneous document, I find it difficult to accept WW1's evidence on the point. It is also significant that during that period the number of badli workers was estimated by the union's witness to be 112 and that in the discussions and conciliation proceedings which preceded the commencement of the strike, the management had offered to make 105 badli workers permanent. Thus before the strike was launched the dispute had narrowed down to a difference in number of only 7 badli workers to be made permanent. Surely, considering that this demand was first raised on 29th July, 1960, and was thereafter withdrawn in conciliation on 4th July, 1961, and was resuscitated later on

13th February, 1962, and that finally the matter was settled by the parties agreeing to 110 badli and casual workers being made permanent I find it difficult to hold on the fact and circumstances of the case that the strike can be held to be justified. Surely, such a small difference, could well have been left to be settled by the machinery of adjudication provided under the law. It is also significant to note that the strike was continued when conciliation proceedings were being held and that it was in fact resorted to after discussions were initiated by the Labour Inspector (Central), Chirniri on 22nd February, 1962. In the judgment of the Supreme Court in the case of Chandramalai Tea Estate Ernakulam (1960 II LLJ. p. 243), their Lordships have clearly stated that even after conciliation proceedings, parties should wait for sometime for government to refer the dispute to adjudication before resorting to direct action of a strike or look-out. Here the union not only started the strike without inviting intervention of the conciliation machinery, but did so knowing full well that the company was frantically trying to get conciliation proceedings initiated on the three demands before the strike. The Union also continued the strike during the period the conciliation proceedings were being held.

47. It was urged by Shri Gulab Gupta that the fact that the strike was thoroughly peaceful should be taken into consideration and he has relied on certain earlier awards of Tribunals, which were inclined to the view that if the strike was justified and peaceful, the workmen would be entitled to payment of wages for the period of the strike. The management has urged that the strike was not peaceful, but that during the strike period the officers of the company were threatened and put to certain inconvenience; that processions were taken out by the striking workmen and slogans were shouted. The management had therefore to ask for police and armed forces to be posted at the colliery and near the residence of its colliery officers. On this point, I am satisfied that the strike was on the whole quite peaceful and was not marred by any violence and that barring taking out processions and shouting slogans, the strikers had not behaved in a manner to cause any justifiable fear to the colliery officers with regard to their safety. But because the strike was peaceful, it would be no justification for awarding to the striking workers, their wages for the strike period, if, as I have held, the strike was un-justified. In my opinion an unjustified strike, though thoroughly peaceful would not entitle the striking workmen even to a portion of their wages for the period of the strike.

48. In my opinion the action of the union in resorting to the strike from 23rd February, 1962, was precipitate. It was resorted to without proper notice being served on the management and without a fair opportunity being given to the conciliation machinery to settle the dispute before the strike was launched. In my opinion the strike must therefore be held to be unjustified, on the facts and circumstances as they existed prior to the date the strike was commenced. I, therefore, hold that the workmen are not entitled to any wages for the period of the strike i.e., from 23rd February, 1962, to 4th March, 1962, and award accordingly.

49. No order as to costs, except the costs for the hearing at Bombay between the 8th and 11th of April, 1963, or in respect of earlier hearing, if any, as already directed.

Sd./— SALIM M. MERCHANT,  
Presiding Officer,  
Central Government Industrial Tribunal, Bombay.  
[No. 8/33/62-LRII.]

**S.O. 1876.—**In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Patiala, in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 20th June, 1963.

BEFORE SHRI K. L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, (CENTRAL) AT CHANDIGARH.

Reference No. 2/C of 1963.

BETWEEN

The employers in relation to the State Bank of India Jullundur Cantt. Branch, and their Workmen.

PRESENT:—

Shri Ved Vayas—for the workmen.

Shri C. L. Kapur Agent—for the respondent.

## AWARD

An industrial dispute having come into existence between the employers in relation to the State Bank of India Jullundur Cantt. branch on the one hand and their workmen on the other, the same was referred to me for adjudication by a Gazette Notification by the Ministry of Labour and Employment, Government of India dated the 29th March, 1963.

The only item of dispute as mentioned in the said Notification is as under:—

Whether the transfer of Shri I. D. Aggarwal from Jullundur Cantonment Branch to Amritsar Branch is justified and, if not, to what relief is he entitled?

Usual notices were issued to the parties, in response to which the workmen filed a statement of claim and the respondents filed a written statement to the same.

The pleadings of the parties gave rise to only one issue as under:—

Whether the transfer of Shri I. D. Aggarwal from Jullundur Cantt. to Amritsar Branch is justified and if not, to what relief is he entitled?

This issue was framed on 22nd May 1963 and parties were directed to produce their evidence on the aforesaid issue on 15th June 1963. The only evidence that the respondents have produced consists of the statement of Shri C. L. Kapur, Agent of the Jullundur Cantt. Branch. He has stated that Shri I. D. Aggarwal was at first employed at Dharamsala Branch of the Bank and on his own application Ext. R-1 he was transferred on compassionate grounds to Jullundur Cantt. Branch by an order of the Agent dated 16th January 1962 which is Ext. R-2. This document bears the date 16th January 1963 but it has been stated by the Agent of the Bank that this is a typing mistake and the real date is 16th January 1962. Shri Aggarwal also agrees with this and has stated that the real date is 16th January 1962. The transfer of the workman concerned to Amritsar was made in September 1962. Shri C. L. Kapur has stated that the transfer was made in the exigencies of service and was in the normal course. He has denied the allegation that the transfer was made because of the Union activities of Shri Aggarwal at Jullundur Cantt. He has stated that in fact he made no report at all regarding his transfer and the head office of the Bank made the transfer of their own accord and in due course. Shri Ishwar Dayal Aggarwal, who is the only witness who has appeared to rebut the evidence of Shri C. L. Kapur has stated that he was transferred because of his Union activities. In cross examination, however, he admitted that after his transfer he made a representation to the authorities of the Bank but in the said representation he did not mention that his transfer had been effected by way of victimisation or for his Union activities. He has further admitted that after the said representation he made another representation to the Chairman of the Bank which is Ext. R.3. In this representation also he did not mention that his transfer had been made by way of victimisation or because of the Union activities. He wrote a letter to the Secretary of the Union which is Ext. A-1 and in that letter also he made no mention that his transfer was *malafide* or because of the Union activities. To me it appears that the claim of the employee that he was transferred on account of his Union activities is an after thought and is not supported by any cogent evidence. He has referred me to Para 536 of Shastri's Bank award but that paragraph does not help him in any way. It is not envisaged there that an employee should never be transferred. The first transfer having been made on his own request and on compassionate grounds his transfer to Amritsar cannot be deemed to be a second transfer during the year. If exigencies of service so required even a second transfer could have been made by the Bank and paragraph 536 of Shastri's award did not stand in its way. The demand of the workmen is dismissed.

(Sd.) K. L. GOSAIN, Presiding Officer,  
Industrial Tribunal (Central), Chandigarh.

The 15th June, 1968

[No. 51(6)/63-LRIV.]

## ORDERS

New Delhi, the 25th June 1968

**S.O. 1877.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Jogta Colliery and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the management of the Jogta Colliery had refused to give work to the following 14 miners of the said Colliery from 16th May, 1962 and onwards. If so, to what relief are the workers entitled?

1. Shri Basdeo Gosai.
2. Shri Jiwan Mahto.
3. Shri Rup Lall Mahto.
4. Shri Uday Singh.
5. Shri Charkoo Mahto.
6. Shri Jahloo Mahto.
7. Shri Duloo Mahto.
8. Shri Sanichar Mahto.
9. Shri Rengoo Mahto.
10. Shri Bhusan Mahto.
11. Shri Hari Mahto.
12. Shri Bihari Mahto.
13. Shri Chhoto Mandal.
14. Shri Jadoo Malik.

[No. 2/77/62-LR10.1

*New Delhi, the 26th June 1963*

**S.O. 1878.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Shahdara (Delhi) Saharanpur Light Railway Company Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the demand of the S.S. Light Railway Workers, Saharanpur, for payment of bonus equivalent to two months pay for the year 1959-60 is justified? If not, to what relief are they entitled?

[No. 2/7/63-LRIV.]

*New Delhi, the 27th June 1963*

**S.O. 1879.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the New Bank of India Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. L. Gosain shall be the Presiding Officer with headquarter at Patiala and refers the said dispute for adjudication to the said Industrial Tribunal.

**SCHEDULE**

Whether the management of the New Bank of India Limited was justified in appointing Shri K K Modi as officiating Accountant during the years 1961 and 1962 and did such appointment amount to the supersession of the claims of Shri S L Chawla, and if so, to what relief is Shri Chawla entitled?

[No. 51(13)/63-LRIV]

**S.O 1880.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Eastern Bank Limited, Calcutta, and their workmen in respect of the matter specified in the Schedule hereto annexed,

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta constituted under section 7A of the said Act

**SCHEDULE**

Whether having regard to the provisions of paragraph 529 of the award of the All India Industrial Tribunal (Bank Disputes) as modified by the decision of the Labour Appellate Tribunal in the manner referred to in section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955 (41 of 1955), the promotion of Sarvashri B Burman, T N Guha Roy and H K Moitra as Audit Clerks subsequently re-designated as Staff Assistants—Grade II and the promotion of Shri S P Bose as Junior Officer superseding the claims of the persons mentioned below was justified and, if not, to what relief are the superseded persons entitled?

- 1 Shri Sushil Krishan Ghosh
- 2 Shri Gourdas Mullick
- 3 Shri Nanaklal Bose
- 4 Shri Shyam Lall Mullick
- 5 Shri Saradindu Chatterji
- 6 Shri Ajit Kumar Ghose
- 7 Shri Sailendra N Bhadury
- 8 Shri Anil Kumar Sen.
- 9 Shri Biswanath Sen

[No. 51(22)/63 LRIV]

New Delhi, the 29th June 1963

**S.O. 1881.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employer in relation to Shri B M Balraj, Contractor, Central Provinces Manganese Ore Company Limited, Chikla Group of Mines, Chikla, and his workmen in respect of the matters specified in the Schedule hereto annexed,

And whereas the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act

**SCHEDULE**

Whether the dismissal of the following workmen, with effect from the 4th March, 1962, by Shri B M Balraj was justified and, if not, to what relief are they entitled?

- 1 Shri Patiram, son of Tulsiram Sarode.
- 2 Shri Motilal, son of Raghunath.

3. Shri Sampat, son of Kawdoo.
4. Shri Mansaram, son of Chamia.
5. Sk. Hamid, son of Sk. Ahmed.

[No. 21/7/62-LRII.]

P. R. NAYAR, Under Secy.

New Delhi, the 26th June 1963

**S.O. 1882.**—In pursuance of the provisions of rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby notifies that consequent upon the acceptance of the resignation tendered by Shri B. G. M. A. Narasingarao, M.L.A., from the membership of the Vizagapatam Dock Labour Board, constituted under the notification of the Government of India, in the Ministry of Labour and Employment, No. S.O. 2692, dated the 30th November, 1959, a vacancy has occurred in the aforesaid Board.

[No. 526/24/63-Fac.]

New Delhi, the 1st July 1963

**S.O. 1883.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factories mentioned in the Schedule appended to this notification in sparse areas in the State of Uttar Pradesh, hereby exempts the said factories from the payment of the employers' special contribution payable under Chapter VA of the said Act until the enforcement of the provisions of Chapter V. of that Act in these areas.

## SCHEDULE

Sl. No.	Name of District No. 1	Name of the area No. 2	Name of the area No. 3	Name of the factory No. 4
1	Meerut . . . .	Daurala . . . .	. . . .	1. Daurala Confectionery Works. 2. Daurala Distillery and Chemical Works.
		Mawana Road . . . .	. . . .	Irrigation Workshop Division.
		Dasna . . . .	. . . .	Popular Porcelain.
2	Bulandshahar . . . .	Bulandshahar . . . .	. . . .	1. Industrial Machine Corporation. 2. Uttar Pradesh Government Roadways Workshop.
		Shiam Nagar Mandi . . . .	. . . .	Kishan Engineering Works.
		Khurja . . . .	. . . .	1. Goenka Proprietors (P) Ltd. 2. Krishna Dal Mills.
3	Bijnor . . . .	Gurukul Sikandrabad . . . .	. . . .	Inge Plaster Industry (Opp. Dankaur Railway Station).
		Nazibabad . . . .	. . . .	Laxmi Katha Factory.
		Dhampur . . . .	. . . .	William Jacks & Co, Ltd.
4	Muzaffar Nagar . . . .	Muzaffar Nagar . . . .	. . . .	1. United Engineers. 2. Uttar Pradesh Government Blanket Factory.
		Mehroopur . . . .	. . . .	3. Arya Krishi Yantra Udyog-shala. 4. Sardar & Sons (P) Ltd. Shadilal Distillery & Chemical Works.
		Dwarkapuri . . . .	. . . .	National Steel Rolling Mills.
5	Saharanpur . . . .	Khatauli . . . .	. . . .	1. Khatauli Manure Mills. 2. Capital Bone Mills.
		Pilbhani . . . .	. . . .	Pilbhani Distillery & Chemical Works.
		Jwalapur . . . .	. . . .	National Small Institute.
		Mohammadpur falls . . . .	. . . .	II Hydro Electric Division.
		Hardwar . . . .	. . . .	Uttar Pradesh Government Roadways Workshop.

1	2	3	4
6	Kanpur	Pukhrayan	Girdhar Lal Ginning, Rice, Oil & Rubber Factory.
7	Unnao	Bangatmau	Bankey Behari Lal and Sons.
8	Barabanki	Barabanki	New International Chemical Ltd.
9	Shahjehanpur	Shahjehanpur	1. Vishnu Rice & Pulses Mills. 2. Manohar Dal Mills.
10	Moradabad	Sonakpur Chandausi	Hindustan Bone Mills (P) Ltd. Nandan Iron Foundry & Workshop.
11	Nainital	Haldwazi	1. Dina Flour Mills. 2. Cooperative Milk Supply Union.
12	Badaun	Badaun	1. Harsaha Mal Shyam Lal Oil & Sugar Mills. 2. Uttar Pradesh Government Roadways Workshop.
13	Etawah	Etawah	India Dal & Oil Mills.
14	Banda	Karvi Bharat Kup	Shree Shanker Dal & Rice Mills. Seth Muraj Mal Gallamal Stone Mills.
15	Jaunpur	Shahgani	Sansar Oil Mills, Glass Works.
16	Basti	Khalilabad	1. Maghar Industrial Centre. 2. Bimal Textiles. 3. Cooperative Calendering Works. 4. Ram Kishan Vishnu Saran. 5. Shree Narain Textiles. Gandhi Ashram.
17	Gorakhpur	Maghar Kurnaghat	1. Consumers' Engineering Works. 2. Mahabir Steel & Iron Rolling Mills. 3. Uttar Pradesh Government Roadways Workshop. 1. Sarya Engineering Works. 2. Sarya Oil Works. Anand Textiles Industrial Finishing Works. 1. Popular Engineering & Iron Foundry. 2. Gorakhpur Iron Foundry. 3. National Printing Press.
18	Bahraich	Bahraich	1. Government Diesel Power Station. 2. Bholanath Narottam Das Rice & Dal Mills. 3. Dalmia Rice & Dal Mills.
19	Gonda	Gonda	Narang Industries.
20	Sitapur	Hargaon	Oudh Sugar Mills & Hargaon Oil Products.
21	Varanasi	Atcsua Mahabatpur	Narayan Krishi Udyog. M/s. J. J. R. Industries.

[No. F. 6(101)/63-HI]

CORRIGENDA

New Delhi, the 1st July 1963

**S.O. 1884.**—In the Schedule to the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 1114, dated the 6th April, 1963, published on pages 1289–91 in Part II, Section 3, sub-section (ii), of the

Gazette of India, dated the 20th April, 1963 (i) in column 4 (at page 1290) against Serial No. 4, for "Government Wool Pressing Centre" read "Government Wool Processing Centre";

(ii) in column 4 (at page 1291) against Serial No. 6 for "Ganesh Sago Factory" read "Ganesa Sago Factory";

(iii) in column 3, against Serial No. 7 (at page 1291) for "Chidambaram" read "Chidambaran".

[No. F. 6(89)/63-HI.]

K. D. HAJELA, Under Secy.

New Delhi, the 27th June 1963

**S.O. 1885.**—In exercise of the powers conferred by sub-section (1) of section 3, read with section 4 and sub-section (2) of section 5, of the Minimum Wages Act, 1948 (11 of 1948), the Central Government, after considering the advice of the Committee appointed under sub-section (1) of section 5 of the said Act, hereby fixes the minimum rates of wages payable to the persons employed in the Central Mechanised Farm, Suratgarh, at the sums mentioned in the Table below against each category of persons and directs that this notification shall come into force on and from the 15th July 1963.

TABLE

<i>Categories of workers</i>	<i>All inclusive minimum wages per day</i>
1. Blacksmith, Class I	Rs. 4.50
2. Blacksmith, Class II	Rs. 4.50
3. Carpenter, Class I	Rs. 4.50
4. Carpenter, Class II	Rs. 4.00
5. Electrician	Rs. 4.50
6. Carpenter-cum-Blacksmith	Rs. 4.50
7. Welder	Rs. 4.00
8. Tractor Drivers	Rs. 4.50
9. Motor Drivers	Rs. 4.00
10. Mechanic	Rs. 4.50
11. Mate, Grade I (Senior)	Rs. 4.00
12. Cobbler (Upholsterer)	Rs. 4.00
13. Mali	Rs. 3.00
14. Mason, Class I	Rs. 4.50
15. Mason, Class II	Rs. 4.00
16. Machineman	Rs. 4.50

**NOTE.**—The rate of wage indicated in this notification shall be exclusive of the wage due for weekly day of rest.

[No. LWI(I)6(2)/62.]

K. K. UPPAL, Under Secy.

New Delhi, the 29th June 1963

**S.O. 1886.**—Whereas the Central Government is satisfied that public interest requires that the banking industry carried on by a banking company as defined in clause (bb) of section 2 of the Industrial Disputes Act, 1947 should be declared to be a public utility service;

Now, therefore, in exercise of the powers conferred by sub-clause (vii) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the date of this notification.

[No. F. 1/36/63-LRI.]

New Delhi, the 1st July 1963

**S.O. 1887.**—Whereas by the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 177, dated the 8th January, 1963, the Central Government being satisfied that the public interest so required, had declared the coal industry to be a public utility service for the purposes of the Industrial Disputes Act, 1947 (14 of 1947) for a period of six months from the 8th January 1963;

And whereas the Central Government is of the opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 8th July, 1963.

[No. 1/28/63-LR I.]

G. JAGANNATHAN, Under Secy.

New Delhi, the 1st July 1963

**S.O. 1888.**—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri Anil Chandra Datta to be an Inspector for the whole of the State of Assam for the purposes of the said Act or of any scheme framed thereunder, in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oilfield or a controlled industry.

[No. F. 20(51)63-PFI.]

P. D. GAIHA, Under Secy.

#### ERRATA

In notification No. 2/228/61-LRII, dated 29th May, 1963, of Ministry of Labour and Employment, published in the Gazette of India, Part II-Section 3(ii), dated 8th June, 1963, as S.O. 1561, the following corrections are to be made:—

Page 1766, in the two lines below 'APPEARANCES',—

For "For the Employees.—Shri S. V. R. Achariar, with Shri Gurubachan Singh."

For the Employees.—Shri S. V. R. Achariar, with Shri Gurubachan Singh."

Read "For the Employers.—Shri S. S. Kapur."

For the Employees.—Shri S. V. R. Achariar, with Shri Gurubachan Singh."

#### MINISTRY OF COMMERCE AND INDUSTRY

#### ORDER

New Delhi, the 28th June 1963

**S.O. 1889.**—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following order, to amend the Jute Textile (Control) Order, 1956, namely:—

1. This Order may be called the Jute Textile (Control) Amendment Order, 1963.

2. In the Jute Textile (Control) Order, 1956, for clause (b) of paragraph 2, the following clause shall be substituted, namely:—

"Jute Controller" means the Jute Commissioner appointed by the Central Government; and"

[No. F. 3(8)-J&C/62.]

A. G. V. SUBRAHMANIAM, Under Secy.

**ORDER****IMPORT TRADE CONTROL***New Delhi, the 6th July 1963*

**S.O. 1890./IECA/3-4A/5/63.**—In exercise of the powers conferred by section 3 of the Imports and Exports (Control) Act, 1947 (18 of 1947), the Central Government hereby makes the following Order further to amend the Imports (Control) Order, 1955, namely—

**1 Short title.**—This Order may be called the Imports (Control) 10th Amendment Order, 1963.

**2 Amendment of clause 5.**—In the Imports (Control) Order, 1955, in sub-clause (3) of clause 5 after paragraph (ii) the following paragraph shall be inserted, namely—

“(iii) the goods for the import of which a licence is granted shall be new goods, unless otherwise stated in the licence”

[No 12/63]

M L GUPTA, Under Secy.

**(Department of International Trade)****ORDER****EXPORT TRADE CONTROL***New Delhi, the 6th July 1963*

**S.O. 1891.**—In exercise of the powers conferred by Section 3 of the Imports and Exports (Control) Act, 1947 (18 of 1947) the Central Government hereby makes the following further amendment to the Exports (Control) Order 1962, namely

In Part A of Schedule I to the said Order—for entry (vii) of item 4, the following shall be substituted—

“(viii) Seeds green stems and green roots of all species of Rauwolfia including those of Rauwolfia Serpentina”

[No E(C)O, 1962/AM(30)]

MELA RAM BHARDWAJ, Under Secy

**(Office of the Deputy Chief Controller of Imports & Exports)****(Central Licensing Area)****ORDERS***New Delhi, the 6th July 1963*

**S.O. 1892**—Whereas M/s Milap Soap Factory, Hissar Road, Rohtak (Punjab) or any Bank or any other person have not come forward furnishing sufficient cause against Notice No DCCI I(CLA)/188/63/409 dated 20th April 1963 proposing to cancel licence No A 57043/62 dated 4th March 1963 for import of Palm Oil for Rs 750 granted to said M/s Milap Soap Factory, Hissar Road Rohtak (Panjab) by the Dy Chief Controller of Imports and Exports (Central Licensing Area), New Delhi, Government of India in the Ministry of Commerce and Industry in exercise of the powers conferred by the clause 9 of the Import (Control) Order 1955 hereby cancel the said licence No A 57043/62, dated 4th March 1963 issued to M/s Milap Soap Factory Hissar Road Rohtak(Panjab)

M/s Milap Soap Factory,  
Hissar Road,  
Rohtak (Punjab)

[No DCCI I(CLA)/188/63]

**S O 1893.**—Whereas M/s Sarla Chemical Industries, Purani Mandi Chauki Gate Firozabad UP or any Bank or any other person have not come forward furnishing sufficient cause against Notice No DCCI I(CLA)/114/63/9324 dated 12th March 1963 proposing to cancel licence No A572979/62, dated 31st January 1963 for import of Cadmium Metal for Rs 5 000 granted to said M/s Sarla Chemical Industries Purani Mandi, Chauki Gate Firozabad (UP) by the Deputy Chief

Controller of Imports and Exports (Central Licensing Area), Jan Path Barracks 'B' New Delhi, Government of India in the Ministry of Commerce and Industry in exercise of the powers conferred by the Clause 9 of the Import (Control) Order 1955, hereby cancel the said licence No. A572979/62, dated 31st January 1963, issued to M/s. Sarla Chemical Industries, Purani Mandi, Chauki Gate, Firozabad (U.P.).

M/s. Sarla Chemical Industries,  
Purani Mandi, Chauki Gate,  
Firozabad (U.P.).

[No. DCCI.I(CLA)/114/63.]

RAM MURTI SHARMA,

Dy. Chief Controller of Imports & Exports.

**MINISTRY OF MINES & FUEL**

New Delhi, the 24th June 1963

S.O. 1894.—Whereas it appears to the Central Government that coal is likely to be obtained from the land mentioned in the Schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

**SCHEDULE**

Drg. No. Rev/86/62,  
dated 17-12-1962.

**RAJGAMAR BLOCK (EXTENSION)**

Sl. No.	Village No.	Tahsil I	District 2	Area 3	Remarks 4
				5	6
1.	Rajgamar	Katghora	Bilaspur		Part
2.	Dhengurdih (US)	"	"		Full
3.	Korkoma	"	"		Part
4.	Matmar (US)	"	"		"
5.	Bundeli (US)	"	"		"
6.	Bhulsidih (US)	"	"		"
7.	Jhagarha (US)	"	"		"
8.	Dumardih (US)	"	"		"
Total area:—7853.00 acres (Approx.) or 3180.47 hectares (Approx.).					

**Boundary Description:**

A—B—C lines pass through villages Dumardih U.S., Jhagarha U.S., Bhulsidih U.S., and Bundeli U.S. and meet at point 'C'.

C—D—E lines pass through village Bundeli U.S., and meet at point 'E' which is also part common boundary of Block 'C' notified under section 4(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957 by N.C.D.C.

E—F—G—H—I lines pass through village Bundeli U.S., along the part common boundary of villages Bundeli U.S. and Murunara U.S. through villages Matmar U.S. and Korkoma, Rajgamar and meet at point 'T'.

I—J—K—L—M—N—O—P—Q—R—S—T lines pass through village Rajgamar along part common boundary of villages Dumardih U.S. and Rajgamar through village Rajgamar and meet at point 'T' which is part common boundary of Rajgamar Block notified under section 7(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 by N.C.D.C.

T—U line passes along the part common boundary of villages Rajgamar and Kesla, Dumardih U.S. and Kesla and meets at point 'U'.

U—A line passes through village Dumardih U.S. and meets at point 'A'.

The plan of the areas covered by this notification may be inspected in the office of the Collector, Bilaspur (M.P.) or in the office of the National Coal Development Corporation Ltd. (Revenue Section), Darbhanga House, Ranchi.

[No. C2-22(12)/63.]

New Delhi, the 25th June 1963

S.O. 1895.—Whereas it appears to the Central Government that coal is likely to be obtained from the land mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

Drg. No. Rev/7

Dated: 18.1.1963.

#### SCHEDULE

Sl. No.	Village	Tahsil	Halka No.	Khewat No.	District	Area	Remarks
2.	Dadar (Manikpur U.S.	Katghora			Bilaspur		Part "
3.	Dadar U.S.	"			"		"
4.	Bisrampur	"	I4	II3	"		"
5.	Naktikhar U.S.	"			"		"
6.	Kharmora U.S.	"			"		"
	Dheluadih U.S.	"			"		"

Total Area—908.80 acres (Approx).  
or 368.06 hectares (approx).

#### Boundary Description:

A-B line passes through village Dadar (Manikpur) U.S. and meets at point 'B'.

B-C line passes through villages Dadar (Manikpur) U.S. and Bisrampur and meets at point 'C' (which is also the part common boundary of NCDC's Korba Blocks I, II & III-A).

C-D line passes through village Bisrampur, Dadar U.S. and Dheluadih U.S. and meets at point 'D' (which is also, the part common boundary of NCDC's Korba Block-B (Manikpur Block).

D-E line passes through village Dheluadih U.S. and meets at point 'E' (which is also the part common boundary of NCDC's Korba Block-C).

E-F line passes along the part common boundary of villages Dheluadih U.S. and Dadar U.S. and meets at point 'F' (which is also the part common boundary of NCDC's Korba Block-C).

F-G line passes through village Naktikhar U.S. and meets at point 'G' (which is also the part common boundary of NCDC's Korba Block-C).

G-H line passes through village Naktikhar U.S. and meets at point 'H'.

H-I line passes through villages Naktikhar U.S. and Kharmora U.S. and meets at point 'T'.

I-J line passes through villages Kharmora U.S. and Dadar U.S. and meets at point 'J' (which is also part common boundary of NCDC's Korba Blocks-I, II & III-A).

J-K line passes through village Dadar U.S., and meets at point 'K' (which is also the part common boundary of NCDC's Korba Blocks-I, II & III-A).

K-L-M-A lines pass through village Dadar U.S. and meet at point 'A'.

The plan of the area covered by this notification may be inspected in the office of the Collector, Bilaspur (M.P.) or in the office of the National Coal Development Corporation Ltd., (Revenue Section), Ranchi.

[No. C2-22(13)/63.]

N. LAKSHMAN RAU, Dy. Secy.

New Delhi, the 29th June 1963

**S.O. 1896**—In pursuance of clause (a) of section 2 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) and in supersession of the Notification of the Government of India in the Ministry of Mines and Fuel No. S.O. 1131 dated the 6th April, 1963 the Central Government hereby authorises the authorities mentioned in column (1) of the Schedule below to perform the functions of the competent authority under the said Act within the limits of the States mentioned in the corresponding entries in column (3) of the said Schedule:

SCHEDULE

Authority I	Address 2	Territorial Jurisdiction 3
1. Liaison Officer . . .	C/o Indian Refineries Ltd., State of West Bengal. 9, Syed Amir Ali Avenue, Calcutta-17.	
2. Special Land Acquisition Officer	C/o Indian Refineries Ltd., State of Bihar. Hathidah (Patna).	
3. Special Land Acquisition Officer	House No. 7/160, Swarup Nagar, Kanpur, Uttar Pradesh.	
4. Liaison Officer . . .	C/o Oil and Natural Gas Commission Nawab Manzil, Raopura, Baroda.	State of Gujarat.

[No. 31/6/63-ONG.

B. SUBBA RAO, Under Secy.

ORDER

New Delhi, the 22nd June 1963

**S.O. 1897**.—In exercise of the powers conferred by section 5 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following further amendments to the Order of the Government of India in the late Ministry of Production No. S.R.O. 1185, dated the 2nd April, 1957, namely:—

In the Schedule annexed to the said Order, in column (2), against Serial Number 4,

(a) after item (v), the following item shall be inserted, namely:—

“(vi) District Organisers, Food and Supplies, Ambala, Jullundur and Patiala Divisions”;

(b) the existing items (vi), (vii), (viii) and (ix) shall be re-numbered as (vii), (viii), (ix) and (x) respectively.

[No. 11/6/63-CL.]

S. KRISHNASWAMY, Under Secy.

